

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

H ERLE SCHAFFER
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

LIBER

509

0-2

To Be Recorded In The
Land Records And The
Chattel Records of
ANNE ARUNDEL COUNTY
Maryland, And Among
The Financing State-
ment Records Of The
State Department Of
Assessments and
Taxation.

Subject To Recording Tax of
\$ 910.00 On Principal Amount
Of \$130,000.00 Which Was Paid ON
Recordation Of a Deed of
Trust To The Clerk Of The CIRCUIT
Court of ANNE ARUNDEL COUNTY
Maryland

FINANCING STATEMENT

1. Debtors: WEST HAVEN HOMEOWNERS ASSOCIATION, INC.
c/o GLENN L. WILSON
248 WEST HAVEN DRIVE
SEVERNA PARK, MARYLAND 21146

REGISTRATION FEE 57.00
TAXES 50
AD VALORE TAX 111.27

2. Secured Party:

CENTER SAVINGS AND LOAN ASSOCIATION, INC.
SUITE 1702, 201 N. CHARLES STREET
BALTIMORE, MARYLAND 21201

FEB 24 57

3. This Financing Statement covers, and the Debtor grants to the Secured Party a security interest in and to, the following kinds and types of property owned by the Debtor, or in which the Debtor has an interest, wherever located, whether now existing or hereafter acquired:

a. All plant, equipment, apparatus, machinery, fittings, appliances, fixtures, and other chattels and personal property and replacements thereof, owned by the Debtor now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, counters, storage racks, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

5A 4

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks, soil and the like (including oil and gas) which have not been extracted from the Real Property.

d. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

e. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property.

f. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payments of the contract price and performance of the terms and conditions of any contract of sale of the Real Property.

g. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.

h. All Records relating to the herein-described collateral or the Real Property.

As used herein, the term "Deed of Trust" shall mean that certain Purchase Money Deed of Trust of even date herewith and recorded among the Land Records of Baltimore City, Maryland, from the Debtor to the Trustee named therein for the benefit of the Secured Party. The Deed of Trust serves as a Security Agreement which creates the security interest evidenced by this Financing Statement.

The term "Real Property" shall mean the real estate described in Exhibit "A", attached hereto and made a part hereof, also being described in the Deed of Trust. Some of the above-described personal property is to be affixed to or is part of the Real Property. The Debtor is the record owner of the Real Property.

The term "Records" shall mean and include all records of every kind, type, and variety relating to the renovation of certain improvements upon the Real Property, including without limitation, all plans and specifications, correspondence, lists, invoices, compilations, statements, programs, materials, workpapers, reports, memoranda, tapes, discs, papers, books and other documents, or transcribed information of any type, whether expressed in ordinary or machine language, whether now existing or hereafter acquired.

The term "Debtor" includes the singular and plural.

4. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTORS:

WEST HAVEN HOMEOWNERS ASSOCIATION, INC.

ATTEST:

Steven S. Koren, Secretary

Steven S. Koren, Secretary

By: *Glenn L. Wilson, Pres.* (SEAL)
Glenn L. Wilson, President

(SEAL)

LAW OFFICES
CHARLES H. CAPLAN, P.A.
BALTIMORE, MARYLAND

TO FILING OFFICER: After this Statement has been recorded, please return to:

Charles H. Caplan, Esquire
Suite 1702, 201 N. Charles Street
Baltimore, Maryland 21201

10/14/83
RK/BS

BOOK 509 PAGE 4

DESCRIPTION OF A
RECREATION AREA PARCEL IN
PHASE I
STEWART'S LANDING
RE-RECORDING OF SECTION ONE, WEST HAVEN
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point located South 19 degrees 05 minutes 00 seconds West 1.67 feet from the Northernmost corner of lot 10 also being designated number 1095 as shown on a Record Plat entitled "Stewart's Landing - Re-Recording of Section One, West Haven" recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 90, Page 46, Plat No. 4721 thence binding on the rear lines of lots 10 through 6 and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 19 degrees 05 minutes 00 seconds West 313.33 feet to the Westernmost corner of lot 6 thence binding on the rear lines of lots 4 through 1,

(2) North 70 degrees 55 minutes 00 seconds West 305.50 feet to the Northwest corner of lot 1, thence with the West and South sides of said lot 1,

(3) South 19 degrees 05 minutes 00 seconds West 70.72 feet, thence

(4) South 41 degrees 51 minutes 29 seconds East 132.35 feet to the North side of Lower Magothy Beach Road, 60' wide, thence binding on said North side of road,

(5) North 70 degrees 55 minutes 00 seconds West 41.18 feet to the Northeast boundary line of Berrywood, subdivision Plat, recorded in Plat Book 33, Page 62, and recorded among the abovementioned Plat Records, thence with said Northeast boundary line,

118/15

10/14/83
EKJ/JS

DESCRIPTION OF A
RECREATION AREA PARCEL IN
PHASE I
STEWART'S LANDING
RE-RECORDING OF SECTION ONE, WEST HAVEN
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

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(6) North 41 degrees 51 minutes 29 seconds West 335.01 feet to the Southeast boundary line of Leonard H. Graboski, deed recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 868, Folio 59, thence binding on said boundary line,

(7) North 50 degrees 13 minutes 24 seconds East 15.37 feet, thence leaving said boundary line in a Southeasterly direction,

(8) South 70 degrees 55 minutes 00 seconds East 468.88 feet, thence in a Northerly direction,

(9) North 19 degrees 05 minutes 00 seconds East 79.13 feet, thence

(10) South 70 degrees 55 minutes 00 seconds East 3.50 feet, thence

(11) Along a curve to the left 22.11 feet having a radius of 28.00 feet being subtended by a chord North 03 degrees 32 minutes 12 seconds West 2.54 feet, thence

(12) North 26 degrees 09 minutes 23 seconds West 17.50 feet, thence

(13) Along a curve to the right 58.36 feet having a radius of 126.00 feet being subtended by a chord North 12 degrees 53 minutes 12 seconds West 57.84 feet, thence

(14) North 00 degrees 23 minutes 00 seconds East 50.00 feet, thence

(15) Along a curve to the right 55.28 feet having a radius of 197.00

10/14/83
RK/BS

DESCRIPTION OF A
RECREATION AREA PARCEL IN
PHASE I
STEWART'S LANDING
RE-RECORDING OF SECTION ONE, WEST HAVEN
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

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feet being subtended by a chord North 08 degrees 25 minutes 21 seconds East
55.10 feet, thence

(16) North 16 degrees 27 minutes 42 seconds East 5.00 feet, thence in
an Easterly direction,

(17) South 73 degrees 32 minutes 18 seconds East 121.42 feet to the
point of beginning,

containing 1.200 acres of land, more or less.

SUBJECT to a variable width Storm Drain Easement as shown on the above-
mentioned Record Plat,

BEING part of that parcel of land which by deed dated May 18, 1983 and
recorded among the Land Records of Anne Arundel County, Maryland in Liber
E.A.C. 3589 at Folio 609, was granted and conveyed by Alice W. Hazen et al
to Velvet Development Corporation; and which by deed dated August 15, 1983
and recorded in Liber E.A.C. 3622 at Folio 512, was granted and conveyed by
Velvet Development Corporation, to Stewart J. Greenebaum, Trustee for 902
Corporation.

4/12/84
RH/BS

DESCRIPTION OF A
RECREATION AREA PARCEL
STEWARTS LANDING
RE-SUBDIVISION OF THE RECREATION AREA AND
LOTS 51 AND 52
SECTION THREE
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

W.O. #04-83-011F

BOOK 509 PAGE 7

BEGINNING for the same at the Easternmost corner of Lot 52R as shown on a Record Plat entitled Stewarts Landing, Re-subdivision of the Recreation Area and Lots 51 and 52, Section Three, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 91, Page 45, Plat No. 4770 thence binding on the Northeast side of Lot 52R and referring the courses of this description to the Maryland State Grid Meridian,

- (1) North 35 degrees 08 minutes 48 seconds West 122.29 feet thence binding on the East and Northeast sides of Lot 53,
- (2) North 11 degrees 46 minutes 36 seconds West 104.00 feet thence,
- (3) North 50 degrees 19 minutes 20 seconds West 25.00 feet to the South side of Tolstoy Lane cul-de-sac 53.00 feet wide thence binding thereon,
- (4) By a curve to the left having a radius of 53.00 feet, an arc length of 47.45 feet, being subtended by a chord North 14 degrees 01 minutes 48 seconds East 45.88 feet thence binding on the South and East sides of Lot 51,
- (5) North 66 degrees 16 minutes 35 seconds East 169.44 feet, and
- (6) North 26 degrees 36 minutes 20 seconds West 110.78 feet to the Southwest shoreline of Old Man Creek, thence binding on said shore line the four (4) following courses,
- (7) North 59 degrees 01 minutes 50 seconds East 19.88 feet, thence

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(8) South 36 degrees 28 minutes 00 seconds East 30.04 feet,
(9) South 26 degrees 36 minutes 20 seconds East 156.48 thence,
(10) South 10 degrees 59 minutes 14 seconds West 87.57 feet, thence
binding on the West property line of the William T. & Martha R. West pro-
perty recorded among the Land Records of Anne Arundel County, Maryland in
Liber W.G.L. 2796, Folio 668,

(11) South 26 degrees 22 minutes 30 seconds West 211.73 feet to the
point of beginning,

CONTAINING 45,330 square feet or 1.041 acres of land more or less,

SUBJECT to existing 15 feet wide storm drain easements,

SUBJECT to a Utility Easement 7.5 feet wide located on the South side
and adjacent to the the South property line of Lot 51.

140/84

4/12/84
RK/BS

DESCRIPTION OF A
RECREATION AREA PARCEL IN
PHASE TWO
STEWART'S LANDING
RE-RECORDING OF SECTION TWO, PLAT 1, WEST HAVEN
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

W.O. #04-f

BEGINNING for the same at a point located on a 15 feet widening on the Southwest side of Lower Magothy Beach Road, 30 feet wide, at point numbered 831 as shown on a Record Plat entitled Section Two, Plat One, West Haven recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 80, Page 45, Plat No. 4220 thence binding on the Southwest side of said Lower Magothy Beach Road and referring the courses of this description to the Maryland State Grid Meridian,

(1) South 58 degrees 57 minutes 40 seconds East 94.50 feet to the West side of Thomas Avenue, 20 feet wide, thence binding on said side,

(2) South 26 degrees 16 minutes 41 seconds West 739.64 feet to the Northeast boundary line of a subdivision plat entitled Berrywood, recorded among the aforesaid Plat Records in Plat Book 33, Pages 62 and 63 thence binding on a part of said boundary line,

(3) North 41 degrees 51 minutes 29 seconds West 453.92 feet to the Southernmost corner of lot 226 thence binding on the South and East sides of lot 226 the two (2) following courses,

(4) North 67 degrees 46 minutes 17 seconds East 46.24 feet thence,

(5) North 00 degrees 34 minutes 42 seconds West 116.22 feet to the South side of Gregson Court thence binding on the South side of said Court,

(6) By a curve to the left having a radius of 53.00 feet, an arc length of 10.06 feet, being subtended by a chord South 85 degrees 08 minutes
140/80

tes 26 seconds East 10.05 feet to the Northwest corner of Lot 225 thence binding on the West side of said Lot,

(7) South 00 degrees 34 minutes 42 seconds East 111.29 feet thence binding on the rear property lines of Lots 225 and 224,

(8) North 67 degrees 46 minutes 17 seconds East 190.39 feet thence binding on the rear property lines of lot 221,

(9) South 58 degrees 57 minutes 40 seconds East 160.00 feet, thence

(10) North 31 degrees 02 minutes 20 seconds East 15.10 feet, thence binding on the Northeast side of said Lot 221,

(11) North 19 degrees 45 minutes 53 seconds West 149.66 feet to the South side of Michener Court East thence binding on said South side,

(12) By a curve to the left having a radius of 53.00 feet an arc length of 10.06 feet being subtended by a chord North 75 degrees 40 minutes 24 seconds East 10.05 feet to the Easternmost corner of Lot 220, thence binding on the Southwest side of said Lot,

(13) South 19 degrees 45 minutes 53 seconds East 140.55 feet, thence binding on the rear property lines of Lots 220 and 219,

(14) North 31 degrees 02 minutes 20 seconds East 136.00 feet, and

(15) North 17 degrees 40 minutes 45 seconds East 129.83 feet to the Southeast corner of Lot 212, thence binding on the East side of said Lot 212,

(16) North 31 degrees 02 minutes 20 seconds East 115.00 feet to the point of beginning,

CONTAINING 3.137 acres of land more or less.

140/81

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SUBJECT TO a 15 feet wide storm drain easement as shown on the record plat entitled Section Two, Plat 1, West Haven, recorded among the aforesaid Plat Records in Plat Book 80, Page 45, Plat No. 4220.

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10/20/83
RK/SSDESCRIPTION OF A "RECREATION AREA"
PARCEL IN
STEWART'S LANDING, PHASE I
(a.k.a. WEST HAVEN SECTION 3, PLAT 2)
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

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BEGINNING for the same at point no. 1086 as shown on the Record Plat entitled "Section Three, Plat 2, West Haven", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 81, Page 10, Plat No. 4235, said beginning point located North 50 degrees 13 minutes 24 seconds East 15.37 feet from the beginning of the second (2nd) or North 57 degrees 33 minutes 50 seconds East 1,402.81 feet line of Parcel "F" by deed dated September 16, 1975, and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 2796 at Folio 675, thence binding on part of said line, and on the Southeast boundary lines of Leonard H. Graboski the two (2) following courses and referring the courses of this description to the Maryland State grid meridian,

- 1) North 50 degrees 13 minutes 24 seconds East 701.89 feet, thence
- 2) North 10 degrees 08 minutes 29 seconds East 227.31 feet to the Southwest boundary lines of subdivision plat Phase III-A, Stewart's Landing, Sheet 2 Re-recording of Section 3, Plat 1, West Haven, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 91, Page 5, Plat No. 4730 thence with said lines the two (2) following courses,
 - 3) South 29 degrees 17 minutes 46 seconds East 189.53 feet, thence
 - 4) North 50 degrees 13 minutes 24 seconds East 70.00 feet to the Southwest corner of Lot 13 as shown on subdivision plat Phase I, Stewart's Landing Re-recording of Section One, West Haven recorded among the afore-

118/79

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10/20/83
RK/ss

DESCRIPTION OF A "RECREATION AREA"
PARCEL IN
STEWART'S LANDING, PHASE I
(a.k.a. WEST HAVEN SECTION 3, PLAT 2)
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

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Page two

mentioned Plat Records in Plat Book 90, Page 46; Plat No. 4721 thence
binding on the South side of said Lot 13,

5) South 59 degrees 33 minutes 24 seconds East 155.46 feet to the
West side of Tolstoy Lane, 60 feet wide, thence with said West side,

6) Along the arc of a curve to the left 121.93 feet, having a radius
of 615.00 feet, and being subtended by a chord of South 24 degrees 45 minu-
tes 48 seconds West 121.74 feet, thence

7) South 19 degrees 05 minutes 00 seconds West 163.44 feet to the
Northeast corner of Lot 12, thence binding on the North side of said Lot
12,

8) North 70 degrees 55 minutes 00 seconds West 130.00 feet, thence
binding on the rear lines of Lots 12 and 11 and part of Lot 10,

9) South 19 degrees 05 minutes 00 seconds West 171.67 feet, thence
binding on the North and West sides of a Recreation Area Parcel contained
within said subdivision plat Phase 1, Stewart's Landing the following ten
(10) courses,

10) North 73 degrees 32 minutes 18 seconds West 121.42 feet, thence

11) South 16 degrees 27 minutes 42 seconds West 5.00 feet, thence

12) Along the arc of a curve to the left 55.28 feet, having a radius of
197.00 feet, and being subtended by a chord of South 08 degrees 25 minutes
21 seconds West 55.10 feet, thence

118/80

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10/20/83
FK/BS

DESCRIPTION OF A "RECREATION AREA"
PARCEL IN
STEWART'S LANDING, PHASE I
(a.k.a. WEST HAVEN SECTION 3, PLAT 2)
THIRD TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

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- 13) South 00 degrees 23 minutes 00 seconds West 50.00 feet, thence
- 14) Along the arc of a curve to the left 58.36 feet, having a radius of 126.00 feet, and being subtended by a chord South 12 degrees 53 minutes 12 seconds East 57.84 feet, thence
- 15) South 26 degrees 09 minutes 23 seconds East 17.50 feet, thence
- 16) Along the arc of a curve to the right 22.11 feet, having a radius of 28.00 feet, and being subtended by a chord South 03 degrees 32 minutes 12 seconds East 21.54 feet, thence
- 17) North 70 degrees 55 minutes 00 seconds West 3.50 feet, thence
- 18) South 79 degrees 05 minutes 00 seconds West 79.13 feet, thence
- 19) North 70 degrees 55 minutes 00 seconds West 468.88 feet to the point of beginning, containing 5.603 acres of land, more or less.

BEING part of that parcel of land which by deed dated May 18, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber E.A.C. 3589 at Folio 609, was granted and conveyed by Alice W. Hazen et al to Velvet Development Corporation; and which by deed dated August 15, 1983 and recorded in Liber E.A.C. 3622 at Folio 512, was granted and conveyed by Velvet Development Corporation, to Stewart J. Greenebaum, Trustee for 902 Corporation.

118/81

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- To be recorded
- (i) ~~among Land Records of Anne Arundel County~~
 - (ii) ~~among Land Records of Carroll County~~
 - (iii) in Financing Statement Records of Anne Arundel County
 - (iv) ~~in Financing Statement Records of Carroll County~~
 - (v) ~~with State Department of Assessments and Taxation~~

Not subject to recordation tax:
Principal amount is \$1,934,970.52

The appropriate amount of documentary stamps are affixed to a consolidated, modified and restated mortgage recorded or to be recorded among the Land Records of Anne Arundel County and Carroll County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

- | 1. Debtors: | Addresses of Debtors: |
|---|---|
| (a) ANDERSON KINNAMON JOINT VENTURE | (a) 210 Revell Highway
U.S. Route 50
Annapolis, Md. 21401 |
| (b) JOHN E. KINNAMON and CAROLYN H. KINNAMON, husband and wife, and | (b) 702 White Swan Drive
Arnold, Md. 21012 |
| (c) GARRY L. ANDERSON and MICHELLE C. ANDERSON, husband and wife | (c) 637 Cove Terrace
Arnold, Md. 21012 |

RECORDED FEE 46.00
MORTGAGE #19355 0000 R02 711:40
FEB 24 87

- | 2. Secured Party: | Address of Secured Party: |
|--|---|
| MUNICIPAL SAVINGS BANK
F.S.B., a federally chartered savings bank | 115 East Joppa Road
Towson, Maryland 21204 |

RECORDED FEE 46.00
MORTGAGE #19355 0000 R02 711:40
FEB 24 87

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, including those listed on a schedule attached hereto as Exhibit A now or hereafter located in or upon any interest or estate in any or all of the land which is hereinafter described and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtors, and also including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings,

46.50

carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtors.

4. The aforesaid items are included as security in a consolidated, modified and restated mortgage of even date herewith and given by the Debtors to the secured party named herein, and recorded or intended to be recorded among the Land Records of Anne Arundel County and Carroll County, Maryland, securing a debt owed by the Debtors to the Secured Party.

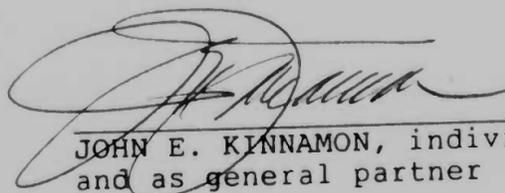
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

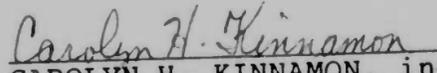
6. The said land consists of all of that land located in Anne Arundel County and Carroll County, Maryland, which is more particularly described in the said consolidated, modified and restated mortgage, and in Exhibit B hereto.

7. This Financing Statement is being given by the Debtors to the Secured Party as security for the Debtor's consolidated, modified and restated mortgage of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$1,934,970.52. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such consolidated, modified and restated mortgage, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtors:

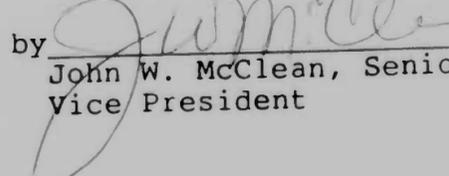
ANDERSON KINNAMON JOINT VENTURE

 (SEAL)
JOHN E. KINNAMON, individually
and as general partner

 (SEAL)
CAROLYN H. KINNAMON, individually
and as general partner

Secured Party:

MUNICIPAL SAVINGS BANK,
F.S.B., a federally chartered
savings bank,

by  (SEAL)
John W. McClean, Senior
Vice President

RGT/01-31-87
1169s

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Garry L. Anderson (SEAL)
GARRY L. ANDERSON, individually
and as general partner

Michelle C. Anderson (SEAL)
MICHELLE C. ANDERSON, individ-
ually and as general partner

Date: February 12, 1987

FINANCING STATEMENT

by

ANDERSON KINNAMON JOINT VENTURE and
JOHN E. KINNAMON and CAROLYN H. KINNAMON,
husband and wife
and
GARRY L. ANDERSON and MICHELLE C. ANDERSON,
husband and wife, Debtors

and

MUNICIPAL SAVINGS BANK, F.S.B., Secured Party

EXHIBIT A

Schedule of Equipment

<u>Quantity</u>	<u>No.</u>	<u>Description</u>
1	7840AL	Drooler on Casters, W/SS Front, & top, 3/4" Tee Conn., altered left manifold, and pipe caps, end manifold closure plate
2	FMX24B	Fans, 3/4 HP
1	FMS18D	Upblast 115/10, 1/3 HP w/disc switch
1		Dishables #14 GA s/s NSF Const. Soiled Table "1" shaped Base: 29 sq. ft. w/8' or 6" Splash, w/20x20x5 pre rinse sink w/t & S B-113 spray w/scrap block w/corner turn, w/(1) 72"x20" #16 s/s #OSTR Slanted Rack Shelf (Table Mounted) W/Bleeder Tube, W/s/s "V" Legs, feet & Crossbracing Clean Table, Base: 19 sq.ft. w/10'x6" splash w/corner turn W/s/s "V" legs, feet and cross- bracing w/ostr - 42x21x16 s/s W/bleeder
1		Three compt. sink unit #MSB-3- 602414-24 W/(3) 1 1/2" L.Waste, W/(1) T & S #B-231 W/12" Spout Faucet W/(1) T&S B-133 Spray unit W/A.D.F. Faucet W/(1) 84"x14"x#16 s/s slanted shelf W/bleeder spl. MID. #OSTR W/Pot Rack #PRT-S-84 s/s W/s/s "V" Legs, s/s feet
1		Set of Overshelf (Table MID.) or 14 s/s Bottom Shelf 10"-0"-24" Top shelf 7"-6"x24" Pot Rack #PPF-120 s/s
1		"U" Shaped Worktable #WWT Style consisting of: 1-WWT-SU-6030 w/coved R.H. end spl. w/finish rear of splash 1-WWT-6-SU-8430 W/finish rear of spl. 1-WWT-SU-8430 w/coved R.H. end spl. w/finish rear of spl. w/(1) 18"x18"x10" sink w/(1) T&S 12" spout #1100 series w/1 1/2" basket waste

EXHIBIT A CONTINUED

Quantity	No.	Description
1	S14CG8L0	Open Hearth Broiler
1	DXR1699 01,02	Dally Prefab combination freezer with floor, cooler
1	DXR1699 03	Dally Prefab loss floor
1		36" System installations
		1-Kiddo IDR 25 & 1-Kiddo IDR 50
1	VCM40E	Hobart Cutter with Strainer Basket #U-75-18119'
1	HG00T	Hobart 60 Qt. Mixer #11-221-340
1	775	Globe Automatic Slicer #775377
1	841263641	Ice maker
1	850165201	Ice maker
1	EA M200-40BOP	Curtain Strip Door-Polar
1	11940	Sharp microwave oven Model #R-21AP
6	ESC1675BPO	48" Gas Connector BRASS
1	W6972 S/C	6'0"x32" Self contained Lo Boy with Galv. Ends
1	W684J S/C	7'0"x32" Self Contained Prep Table With Refri. Rail
2	GZL-20,SS	Finished Oven, Frt. Pntd Finish, Cook'N Hold
	22001	TR-22 Veg. Cutter S/N 1321
2	0764000	Ice Chest 305
1	003155B	TDB/7-40 Kettle, 208/3 "
	PC162,048	
1	045862	Stand TS/8 for TDB/7-20 & TDB/7-40
	PC164	
1	046400B	NHFP-4 Braising Pan, 9" Deep, Propane
	PC 356,048	Commercial microwave
1	TS12-HS-188LW-	4' Topshelf Workboard plus
	6C0-12U2	24" Extra Deep Ice Chest
1	7055-64	5' Topshelf Workboard plus
1	TS53C	3' Topshelf Workboard plus
1	TS18BLW-12U2	24" Extra deep ice chest
1	7055-64	C8382 Style 'A' Single Door
1	245280	Dry Storage Cabinet Laminate with Formica 773 Simmeriah
		Leather - hinge door on right
1	262455	C5064E Style 'A' 3 door back bar Laminate Same plus
		C26 1/4 H.P. Condensing Unit Assy
1	A0984A043789 (AE4430AC)	C8371 Style 'A' 2 Door Dry Storage Cabinet Laminate Same
1	252208	C5063E 'A' 2 door back bar Laminate Same
1	262086	C26 1/4 M.P. Condensing Unit Assy
1	A0984A043741 (AE4430AC)	C8368 Style A Single Door Dry Storage Cabinet Laminate same as above hingedoor on left
1	256411	Century Beer System to consist of following: 1-4204 1/3 H.P. Power Pak-Serial #254565
1	4204	85' Trunk Housing
1	4220-6	Made and installed 3 Galv hoods
1	PO#F674-1183	ductwork and curbs insulated where necessary
2	36L77\$	Range on Casters 11" Plus
		Riser in place on high shelf
1	BQ-46L77A	PS Snorkel Range, on casters W/SS Front, 11" Plus riser in place on high shelf

FINANCING STATEMENT

by

ANDERSON KINNAMON JOINT VENTURE and
JOHN E. KINNAMON and CAROLYN H. KINNAMON,
husband and wife
and
GARRY L. ANDERSON and MICHELLE C. ANDERSON,
husband and wife, Debtors

and

MUNICIPAL SAVINGS BANK, F.S.B., Secured Party

EXHIBIT B

Description of land

PARCEL A

ALL OF THAT LAND, situate and lying in Anne Arundel County, Maryland, which is described as follows:

BEGINNING for the same at an iron pipe found at the end of the first or North 83°59'30" East 336.50 foot line of a conveyance by The Revell-Bay Company, Inc. to Chesapeake Land Developers, Inc. by deed dated October 27, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2448, folio 718;

THENCE from the beginning point, so fixed, South 06°28'40" West 321.80 feet to an iron pipe; found;

THENCE South 06°28'40" West 421.08 feet to intersect the northern right of way line of U.S. Rte. 50 and 301, known as Revell Highway, at an iron pipe set at right angles to an 139.00 feet from Station 232+42.70 as shown on S.H.A. Plat No. 26862;

THENCE with said northern right of way lines South 58°34'30" West 255.60 feet;

THENCE South 59°04'00" West 159.00 feet to intersect at a pipe set in and 80.31 feet from the end of the last or South 06°28'40" West 700.00 foot line of a conveyance by the Inka Corporation to Chesapeake Land Developers, Inc. by deed dated January 26, 1976, and recorded among the said Land Records in Liber 2853, folio 778;

THENCE leaving the outline of the aforementioned conveyance by the Revell-Bay Company, Inc. to Chesapeake Land Developers, Inc. (2448/718) and running through the above mentioned lands of Chesapeake Land Developers, Inc. (2853/778) and still with the right of way line of U.S. Rte. 50 and 301, South 59°04'00" West 81.83 feet to an iron pipe set;

THENCE leaving U.S. Rte. 50 and 301 and running with the outline of the above mentioned Chesapeake Land Developers, Inc. (2853/778) the following two courses, North 06°28'40" East 669.41 feet to a pipe set and South 83°31'20" East 65.00 feet to a pipe or North 06°28'40" East 1004.50 foot line of the aforementioned conveyance to Chesapeake Land Developers, Inc. recorded in Liber 2448, folio 718;

THENCE leaving the outline of Chesapeake Land Developers, Inc. (2853/778) and running with Chesapeake Land Developers, Inc. (2448/718) the following two courses and distances, North 06°28'40" East 303.87 feet to a pipe set and North 83°56'24" East 335.99 feet to the place of beginning;

CONTAINING 7.240 acres of land, more or less, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors from a survey in November, 1977;

PARCEL B

ALL OF THAT LAND, situate and lying in Carroll County, Maryland, which is described as follows:

Exhibit B Continued

BEING ALL THOSE three contiguous parcels of ground situate in Carroll County, State of Maryland, and described as follows:

PARCEL ONE: Beginning for the same for a corner at a steel pin at end of first line in the deed from Eusebia E. Kinnamon and Joseph Allen Fowler and June W. Fowler, his wife, to Elder J. W. Hare and Dorothy M. Hare, his wife, dated March 12, 1960, and recorded among the Land Records of Carroll County in Liber No. 317, folio 513 &c., then with outline of whole tract one-half courses: (1) North 39 degrees 24 minutes 50 seconds West, 403.46 feet to iron pipe, (2) North 24 degrees 32 minutes 05 seconds West, 410.21 feet to an iron pipe, then by three lines of division, (3) North 53 degrees 23 minutes 20 seconds East, 746.44 feet to an iron pipe, (4) North 46 degrees 07 minutes East, 183.88 feet to an iron pipe, (5) South 32 degrees 31 minutes 55 seconds East, 731.89 feet to an iron pipe in second line of above mentioned deed and 947.88 feet from beginning thereon, thence with said second line reversely, (6) South 47 degrees 29 minutes 40 seconds West, 947.88 feet to a steel pin at beginning corner, and containing 16.6866 acres of land, more or less, according to survey made thereof, May 5, 1960, by J. H. Rife, Surveyor.

PARCEL TWO: Beginning for the same at a steel pin on the Northwest corner of the tract of land conveyed unto Eusebia E. Kinnamon and Joseph A. Fowler and Joan W. Fowler, his wife, by deed of Gloria J. Blizzard, dated June 5, 1959, and recorded among the Land Records of Carroll County in Liber No. 305, folio 419 &c., and continuing thence: (1) North 45 degrees 43 minutes 45 seconds East, 590.10 feet to a steel pin; thence (2) North 55 degrees 04 minutes 18 seconds East, 373.12 feet to a steel pin; thence (3) North 58 degrees 20 minutes 18 seconds East, 992.67 feet to a steel pin at a found stone; thence (4) North 33 degrees 59 minutes 14 seconds East 548.61 feet to a steel pin at a post; thence (5) North 88 degrees 26 minutes 20 seconds East, 567.50 feet to a steel pin at a corner of lands of Gordon W. Blount; thence following the lands of Gordon W. Blount the eleven following courses and distances (6) South 03 degrees 54 minutes 00 seconds West, 301.41 feet to a steel pin; thence (7) South 36 degrees 24 minutes 50 seconds East, 120.77 feet to a steel pin; thence (8) South 16 degrees 05 minutes 20 seconds West, 501.80 feet to a steel pin; thence (9) South 15 degrees 34 minutes 50 seconds West, 260.91 feet to a steel pin; thence (10) North 62 degrees 34 minutes 10 seconds West, 135.70 feet to a steel pin; thence (11) South 54 degrees 43 minutes 50 seconds West, 198.05 feet to a steel pin; thence (12) South 73 degrees 37 minutes 35 seconds West, 157.52 feet to a steel pin; thence (13) North 86 degrees 25 minutes 25 seconds West, 182.29 feet to a steel pin; thence (14) South 73 degrees 45 minutes 20 seconds West, 385.50 feet to a steel pin; thence (15) South 80 degrees 27 minutes 25 seconds West, 104.59 feet to a steel pin; thence (16) South 48 degrees 26 minutes 35 seconds West, 253.39 feet to a steel pin at lands recently sold to Stewart A. Rickell; then following the lands of Stewart A. Rickell the three following courses and distances, (17) North 32 degrees 31 minutes 55 seconds West, 398.54 feet to an iron pin; thence (18) South 46 degrees 07 minutes 00 seconds West, 183.80 feet to an iron pin; thence (19) South 53 degrees 23 minutes 20 seconds West, 746.44 feet to an iron pin; being the Northwest corner of lands recently sold to Stewart A. Rickell and also being a point in line 1 (North 30 degrees West, 35.6 perch) of deed 209/413 and 171.19 feet from the end thereof; thence with said line 1 and the entire tract (20) North 24 degrees 32 minutes 05 seconds West, 171.19 feet to a steel pin, the place of beginning, containing 36.9732 acres, more or less, according to survey made thereof December 20, 1961 by J. H. Rife, Surveyor.

PARCEL THREE: All that lot or parcel of land which is described according to a Certificate of Survey by R.T.F., Inc. dated December 9, 1980, to wit:

BEGINNING for the same at a bar found at the beginning of the South 27 degrees West, 11.0 rod line of a parcel of land conveyed unto Cleveland J. Dell and wife by deed dated August 4, 1950 and recorded among the Land Records for Carroll County in Liber EAS No. 206, folio 1, said bar also being at the beginning of the seventh or South 31 degrees 20 minutes 07 seconds West, 217.15 foot line of a tract of land conveyed unto Charles Robert Brown and wife by deed dated October 3, 1966, and recorded among the aforesaid Land Records in Liber CCC No. 412, folio 477, thence with the said line South 31 degrees 20 minutes 17 seconds West, 181.20 feet to an angle iron found on the North side of Lucabaugh Mill Road, continuing thence South 31 degrees 20 minutes 17 seconds West, 36.10 feet to a point in the existing pavement of said Lucabaugh Mill Road, thence with a line curving to the left with a radius of 118.35 feet for an arc length of 61.05 feet to a point in the existing pavement of said road, said curve having a chord of North 52 degrees 18 minutes 08 seconds West, 60.37 feet, thence leaving said road and with a line of division now made North 31 degrees 20 minutes 07 seconds East, 250.84 feet to a point on the sixth or South 24 degrees 32 minutes 13 seconds East, 581.40 foot line of the above mentioned Brown conveyance, said point being on an distant South 24 degrees 49 minutes 15 seconds East, 338.27 feet line from a pipe found at the end of the North 24 degrees 32 minutes 05 seconds West, 410.21 foot line of a tract of land conveyed unto Charles R. Brown and wife by deed dated February 24, 1962, and recorded among the aforesaid Land Records in Liber No. 343, folio 615, thence with said line South 24 degrees 49 minutes 15 seconds East, 72.24 feet to the place of beginning, and containing 14, 004 square feet or 0.321 acres of land, more or less.

BEING all those lots or parcel of land situate, lying and being near Gahle Road and Lucabaugh Mill Road, in the Seventh Election District of Carroll County, Maryland which said lots are described sa follows:

PARCEL FOUR

Containing 6.0830 acres of land, more or less, and being all that same lot or parcel of land described in a deed dated June 6, 1977, by Robert E. Bradley, Jr., and Virginia B. Bradley, his wife, unto Robert E. Bradley, Jr., and Virginia B. Bradley, his wife, recorded among the Land Records of Carroll County, Maryland, in Liber C.C.C. No. 665, folio 466;

PARCEL FIVE

Containing 3.3582 acres of land, more or less, and being all that same lot or parcel of land described in a deed dated June 6, 1977, by Robert E. Bradley, Jr., and Virginia B. Bradley, his wife, unto Robert E. Bradley, Jr., and Virginia B. Bradley, his wife, recorded among the Land Records aforesaid in Liber C.C.C. No. 665, folio 469 &c.; and

PARCEL SIX

Containing 6.6335 acres of land, more or less, and being all that same lot or parcel of land described in a deed dated June 6, 1977, by Robert E. Bradley, Jr., and Virginia B. Bradley, his wife, recorded among the Land Records aforesaid in Liber C.C.C. No. 665, folio 472 &c.

Mailed to Secured Party

200216

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE John Wesley Wright T/A Washington Post Distributor
(Name or Names)
971 Juliet Lane, Arnold, Maryland 21012
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any)
of LESSOR _____
(Name or Names)

(Address)

4. This financing Statement covers the following types (or items) of property:

One-20 Mb Internal Hard Disk Kit; S/N 0382532

REGISTRATION FEE \$2.00
POSTAGE .50
ADDRESS 6771 001 711451

FEB 24 87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
John Wesley Wright T/A
Washington Post Distributor
By: [Signature]
(Title)
John Wesley Wright
(Type or print name of person signing)
By: _____
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: [Signature]
(Title)
Brian G. Connolly
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

12/50

Mailed to Secured Party

FINANCING STATEMENT

206317

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

1. DEBTOR(S) and Address(es) MBA Container, Inc. 135 Roesler Road Glen Burnie, Maryland 21061	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Frank J. Duchacek, Jr., VP Return to Secured Party
--	---

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other



RECORD FEE 11.00
JUSTICE .50
154122 6777 001 711-55

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 200,000-

FEB 24 87

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

MBA Container, Inc.
(Type Name)

By:

By: Mr. R. M. ... Vice President

By: Frank J. Duchacek, Jr., VP
(Type Name)

By: _____

(Date Signed by Debtor)

DEC 30 8

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

Mailed to Secured Party

11/30

FINANCING STATEMENT

File No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1 DEBTOR(S) and Address(es)</p> <p>Screen Crafters, Inc. 135 Roesler Road Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Frank J. Duchacek, Jr., VP</u></p> <hr/> <p>Return to Secured Party</p>
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3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever;

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

RECORD FEE 11.00
 POSTAGE .50
 NS-125 CTTT R01 11:56
 FEB 24 87

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~is not~~ exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 200,000.00

<p>DEBTOR:</p> <p>Screen Crafters, Inc. <small>(Type Name)</small></p> <p>By: <u>[Signature]</u> Vice President</p> <p>By: _____</p>	<p>SECURED PARTY:</p> <p>UNION TRUST COMPANY OF MARYLAND</p> <p>By: <u>[Signature]</u></p> <p>Frank J. Duchacek, Jr., VP <small>(Type Name)</small></p> <p><u>Dec 30 1986</u> <small>(Date Signed by Debtor)</small></p>
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INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

1/50

Mailed to Secured Party

266349

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

1. DEBTOR(S) and Address(es) Arvin Industries, Inc. 135 Roesler Road Glen Burnie, Maryland 21061	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Frank J. Duchacek, Jr., VP Return to Secured Party
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3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is ~~not~~) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 200,000.00

11.00
.50
124124 OTT 401 T11-56
FEB 24 87

DEBTOR:

Arvin Industries, Inc.
By: Mr. R. Nelson L. Resident
By: _____

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

By: Frank J. Duchacek, Jr., VP
By: _____
(Date Signed by Debtor) Dec 30 19 86

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

1/100

Mailed to Secured Party

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L 484

Page No. 200

Identification No. 256253

Dated Apr 19, 1985

1. Debtor(s) { Hosein M. Shakiba
 Name or Names—Print or Type
 { 701 W. Maple Rd. Linthicum, MD 21090
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
 { 6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 12.00
 POSTAGE .50
 454118 CTR MD 111452
 FEB 24 87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 12.00
 POSTAGE .50
 454118 CTR MD 111452
 FEB 24 87



FEB. 03 1987

Dated: _____ Sears, Roebuck and Company

Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.

Type or Print (Include Title if Company)

Mailed to Secured Party

1050

#12.50
AA Co

206851

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.
Date &
Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
RITCHIE ASSOCIATES		1403 N. Courthouse Rd.,	Arlington, VA	22201

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
BANK OF VIRGINIA,		One Skyline Cntr,	Falls Church, VA	22041

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See Exhibit "A" attached hereto and made a part hereof.

RECORD FEE 19.00
POSTAGE .50
NS4154 0345 P01 113:02
FEB 24 87

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

See Exhibit "A" attached hereto and made a part hereof.

- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended.

Debtor(s) or assignor(s)
RITCHIE ASSOCIATES

By: Max R. Israelson
Max R. Israelson,
General Partner

By: Jones and Jones, a
Virginia general
partnership,
General Partner

By: Jack R. Jones
Jack R. Jones
General Partner

SECURED PARTY
BANK OF VIRGINIA

(Seal)
(Corporate, Trade or Firm Name)

By: Thomas A. Jones
Signature of Secured Party or Assignee

AJP
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1982

FINANCING STATEMENT

EXHIBIT "A"

1. This Financing Statement covers the following property owned by Debtor to be utilized in the construction, use and occupancy of improvements on the land as defined and described in that certain Indemnity Deed of Trust (the "Deed of Trust") of even date herewith from the Debtor to Robert S. Schiro and James L. Polley, Trustees, for the benefit of the Secured Party, and to be recorded among the land records of Anne Arundel County, Maryland, simultaneously with the filing hereof:
 - A. All materials now or hereafter owned by Debtor intended for construction, reconstruction, alterations and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the property hereby conveyed immediately upon the delivery thereof to the Premises (as defined in the Deed of Trust), and all fixtures and articles of personal property now or hereafter owned by Debtor and attached to or contained in and used in connection with the Premises, including, but not limited to, all apparatus, machinery, motors, engines, furnaces, boilers, stokers, pumps, laundry machinery, tanks, dynamos, generators, switchboards, conduits, compressors, escalators, elevators, fittings, radiators, dishwashers, refrigerators, kitchen ranges, garbage disposals, automatic washing machines and clothes dryers, wall-to-wall carpeting, cooling, fire prevention, fire extinguishing and sprinkler equipment and apparatus and fixtures and appurtenances thereto; and articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any matter;
 - B. All of the personal property located upon the Premises of any kind whatsoever, including, but not limited to, all materials, machinery, apparatus, equipment, furnishings, furniture, fixtures, and all other goods, chattels and articles of personal property (except for property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases) including, without limitation, all building materials and supplies, all construction equipment, furniture, rugs and carpets, linens and bedding materials, televisions, radios and other sound equipment, kitchen fixtures, utensils, and all cooking and serving equipment, furnaces, boilers, oil burners, refrigeration, air conditioning and sprinkler systems, awnings, screens, window shades, draperies, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property, all licenses, permits, and service contracts used or useable for, necessary, appropriate or connected or associated with the construction and operation of the property and all accounts and contract rights covering or relating to any or all thereof, including any proceeds and products thereof, whether now in existence or hereafter arising, and relating to, situated or located on, and or used or useable in

connection with, the construction, maintenance or operation of the Premises;

- C. All awards and other payments in respect of any taking and all insurance proceeds in respect of any of the foregoing, together with all amounts received by the Trustee, or the Secured Party, or expended by the Trustee or the Secured Party pursuant to the Deed of Trust;
 - D. All of the Debtor's rights, title and interest, as landlord in and to all leases of all or part of the premises now existing or at any time hereafter made, and in any and all amendments, modifications, supplements, renewals and extensions thereof (all of such leases being referred to as the "leases"), together with all rents, security deposits, revenues, earnings, profits and income (including, without limitation, advance rental payments, payments incident to any assignment, sublease or surrender of the leases, claims for forfeited deposits and claims for damages) now due or hereafter to become due with respect to the leases by reason of renting, leasing, bailment, operation or management of the improvements, fixtures and chattels;
 - E. All of the Debtor's right, title and interest in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, surveys, plats, permits and the like, and all sewer taps, permits and allocations, agreements for utilities, bond, sureties and the like relating to the land or the improvements or appurtenant facilities erected or to be erected upon or about the land;
 - F. All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims;
 - G. All earnings, revenues, rents, issues, profits, avails and other income of and from the land or the improvements;
 - H. All of the Debtor's rights, options, powers and privileges (but not the burdens and obligations) in and to all contracts for the operation and maintenance of the land and the improvements, all agreements for marketing and sales of the improvements and contracts for the provision of services to the land and the improvements (including, without limitation, contracts dealing with maintaining heating and air conditioning systems, elevators and the like);
 - I. All of the Debtor's right, title, and interest in and to all monies deposited in accounts with the Lender for reserve and for operation and repair of the land and improvements.
2. Said Deed of Trust secures that certain obligation of the Debtor to the Secured Party evidenced by the guaranty secured by the Deed of Trust.
 3. Proceeds of the collateral (including insurance proceeds) are also covered.
 4. The real property covered by the aforesaid Deed of Trust is owned by the Debtor and is more particularly described in Exhibit "B" attached hereto and made a part hereof.

EXHIBIT "B"

Beginning for the same at an iron pipe found on the western right of way line of Governor Ritchie Highway, 100' wide, at a distance of 602.90 feet as measured southerly along said western right of way line of Governor Ritchie Highway from its intersection with the six or North 88 09' 38" West 372.09 foot line of the second parcel of land which by deed dated May 16, 1955 and recorded among the land records of Anne Arundel County, Maryland in Liber JHH 982 folio 284, was conveyed by Mattie Shipley, et al and David M. Klein, et al, said point of beginning being the southeastern most corner of a lot of ground which by deed dated February 11, 1959 and was recorded among said land records of Anne Arundel County, Maryland in Liber 1378, folio 430 and was granted and conveyed by Lucy P. Klein, widow, et al, to the Texas Company; thence leaving said point and binding on said western right of way of Ritchie Highway

- (1) South 02 06' 38" West 250.00 feet to an iron pipe found; thence leaving said right of way and running through a parcel of land owned by Ritchie Associates, recorded among the land records of Anne Arundel County, Maryland in Liber 1860, folio 313, the following two courses and distances
- (2) North 87 52' 54" West 150.00 feet to an iron pipe found; thence
- (3) North 02 06' 38" East 250.00 feet to an iron pipe found, said iron pipe being the southwestern corner of aforesaid Texas Company; thence binding of said southern line of Texas Company
- (4) South 87 52' 54" East 150.00 feet to the point of beginning. Containing in all 37,500 square feet or 0.8609 acres of land more or less.

Being the same lot of ground which by deed dated November 21, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3665 folio 687, conveyed by Hess Realty Corporation to Ritchie Associates.

Mailed to Secured Party

195632

206352

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NOT SUBJECT TO RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: CRAIN LIMITED PARTNERSHIP
514 North Crain Highway
Glen Burnie, Maryland 21061
- 2. NAME AND ADDRESS OF SECURED PARTY: MARYLAND NATIONAL BANK
10 Light Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located or contained in or upon or attached to, the real property located in Anne Arundel County, Maryland, and more particularly described in Exhibit A and Exhibit B attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtor, together with all replacements thereof, substitutions therefor and additions thereto (collectively, the "Equipment"), and all proceeds thereof. The Real Property is also described in a certain Indemnity Deed of Trust dated January 29th, 1987, between the Debtor and Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, trustees (the "Indemnity Deed of Trust"). The Debtor is a record owner of the Real Property.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other

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#64247 CTTT R01 T13:10



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22 50



compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property or the Equipment, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

BOOK 509 PAGE 34

Debtor:

CRAIN LIMITED PARTNERSHIP

By

Joel D. Fedder
Joel D. Fedder,
General Partner

Filing Officer:: Return to: Cynthia K. Close,
Legal Assistant
Miles & Stockbridge
401 Washington Avenue
12th Floor
Towson, Maryland 21204

EXHIBIT A

Description of Langley Road Property

BEGINNING for the first thereof at the intersection of the southwest side of a 150 foot right of way of the Baltimore Gas and Electric Company and the southeast side of a 60 foot road leading from Furnace Branch Road, being also at the beginning of the last or South 44°00" East 405.0 foot line of a conveyance from A.J.H. Construction Corporation to Kemp-Boone Company, Inc., by deed dated November 22, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1925, folio 321, and running thence with a part of the said line, as referred to the true meridian, South 50°01'10" East 92.21 feet to the northwest right of way line of a through highway shown on State Roads Commission Plat No. 42375; thence running with the said right of way line by a curve bearing to the right with a radius of 2944.76 feet for an arc distance of 456.35 feet to a point distant South 17°27'51" West 455.90 feet; thence leaving the said right of way line and running with the North 43°27' West 318.22 foot line of the aforementioned conveyance to Kemp-Boone Company; North 49°38'27" West 269.58 feet to the southeast side of the aforesaid 60 foot road leading from Furnace Branch Road; thence running with the southeast side of the said 60 foot road, North 40°21'33" East 419.38 feet to the place of beginning, containing 78,634 square feet of land, more or less.

BEGINNING for the second thereof at the beginning point firstly described hereinbefore and running thence with the southeast side of a 60 foot road leading from Furnace Branch Road and with the last or North 40°21'33" East 419.38 foot line of the first parcel described hereinbefore, the reverse thereof, South 40°21'33" West 419.38 feet; thence continuing with the southeast side of the said road, South 40°21'33" West 250.89 feet to the northeast side of the right of way line as shown on Plat No. 42375 of the Maryland State Roads Commission; thence running with the said right of way line, across the said 60 foot road, North 32°37'27" West 62.93 feet; thence running with the northwest side of the said 60 foot road, North 40°21'33" East 652.0 feet; thence running across the end of the said 60 foot road, South 50°01'10" East 60.0 feet to the place of beginning, containing 39,668 square feet of land, more or less.

BEGINNING for the third thereof at the beginning point firstly described hereinbefore and running thence with the southwest side of a 150 foot right of way of the Baltimore Gas and Electric Company and with the first line of the first parcel described hereinbefore, South 50°01'10" East 92.21 feet; thence running across the said right of way and with the right of way line of a through highway, as shown on Maryland State Roads Commission Plat No. 42375, by a curve bearing to the left with a radius of 2944.76 feet an arc distance of 170.98 feet to a point distant North 11°22'47" East 170.85 feet; thence leaving the right of way line of the through highway and running with the northeast side of the 150 foot right of way of the Baltimore Gas and Electric Company, North 50°01'10" West 30.43 feet; thence running across the last mentioned right of way, South 39°58'50" West 150.0 feet; thence running with the southwest side of the last mentioned right of way, South 50°01'10" East 20.0 feet to the place of beginning, containing 10,750 square feet of land, more or less.

THE second parcel herein described being a 60 foot road leading from Furnace Branch Road, subject to the use in common with others.

EXHIBIT B

Description of Penrod Court Property

BEGINNING for the same at the point of intersection of the northwest side of Penrod Court, as laid out 60 feet wide, and the centerline of Grayburn Drive, as shown on a Plat of Glen Burnie Industrial Park, filed among the Land Records of Anne Arundel County in Plat Book No. 40, folio 31, and running thence with the northwest side of the said Penrod Court, North 62 degrees 45 minutes 30 seconds East 160.0 feet; thence leaving the said road and running North 27 degrees 14 minutes 30 seconds West 272.94 feet to the outline of the 50 year flood plain shown on the aforementioned plat thence running with the said outline, the following five (5) courses and distances, to wit: South 77 degrees 00 minutes 20 seconds West 30.28 feet, South 85 degrees 05 minutes 20 seconds West 128.47 feet, South 75 degrees 25 minutes 30 seconds West 51.66 feet, South 61 degrees 23 minutes 20 seconds West 87.71 feet and South 76 degrees 45 minutes 40 seconds West 5.42 feet; thence leaving the outline of the flood plain and running South 27 degrees 14 minutes 30 seconds East 352.07 feet to the northwest side of the aforementioned Penrod Court; thence running with the northwest side of the said Court North 62 degrees 45 minutes 30 seconds East 180.0 feet to the place of beginning. Containing 110 127 square feet or 2.5282 acres of land, more or less.

BEING a part of lots 5, 6, and 7, as shown on the said Plat of Glen Burnie Industrial Park.

Mailed to Secured Party

STATE OF MARYLAND
KAY JEWELERS 842268-010 ANNE ARUNDEL CNTY MD
FINANCING STATEMENT FORM UCC-1

BOOK 509 PAGE 37
Identifying File No. 842268

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Finalco, Incorporated
8200 Greensboro Drive
Address Suite 1400, McLean, VA 22102

ASSIGNEE:

Credit Alliance Corporation
Leasing Department
770 Lexington Avenue
New York, NY 10021

2. SECURED PARTY

Name Veasey, John W.
2809 Blanding Blvd.
Address Middleburg, FL 32068

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Equipment described on attached page & Lease 842268-010 dated 12/13/85 between John W. Veasey, Lessor & Finalco, Lessee.

For information purposes only the Collateral will be located at: Premises of: SEE ATTACHED PAGES.

This financing statement is for recordation purposes only, and it is not intended and shall not be construed as an indication of its legal effect.

RECORD FEE 11.00
POSTAGE .50
842268 0101 115:20
FEB 24 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

"NOT SUBJECT TO RECORDATION TAX"

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
FINALCO, INCORPORATED

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TITLE:

[Signature]
JOHN W. VEASEY

Type or Print Above Signature on Above Line

TITLE: / S O

. This FINANCING STATEMENT covers the following types or items of property:
 The following equipment including additions, accessions and substitutions thereof
 and proceeds: Facsimile Machine equipment manufactured by AT&T Information
 Systems, Inc., as follows:

<u>DESCRIPTION</u>	<u>MODEL</u>	<u>QUANTITY</u>	<u>SERIAL NUMBER</u>
Facsimile Machine	3510D	1	

<u>STORE NO.</u>	<u>LOCATIONS</u>	<u>COUNTY/STATE</u>	<u>ZIP</u>
151	155-A Annapolis Mall Annapolis	Anne Arundel, MD	21401
183	421 Glen Burnie Mall 6711 Governor Ritchie Highway Glen Burnie	Anne Arundel, MD	21061

A Lease Agreement Number 842268-010 dated December 13, 1985
 between John W. Veasey as Lessor and Finalco, Incorporated as
 Lessee covering the aforementioned equipment

Mailed to Secured Party

STATE OF MARYLAND
KAY JEWELERS 842268-010 ANNE ARUNDEL CNTY MD
FINANCING STATEMENT FORM UCC-1

BOOK 509 PAGE 39

Identifying File No. 206351

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Veasey, John W.
Address 2809 Blanding Blvd.
Middleburg, FL 32068

ASSIGNEE:
Credit Alliance Corporation
Leasing Department
770 Lexington Avenue
New York, NY 10021

2. SECURED PARTY

Name Executive Portfolio, Inc.
Address 2497 East Bay Drive, Suite 200
Largo, FL 33541

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Equipment described on attached page.

For information purposes only the Collateral will be located at:
Premises of: SEE ATTACHED PAGES.

RECORDED FEE 11.00
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104222 0777 R01 15:16
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CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- "NOT SUBJECT TO RECORDATION TAX"
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

JOHN W. VEASEY

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TITLE:

1150

(Signature of Secured Party)

EXECUTIVE PORTFOLIO, INC.

Type or Print Above Signature on Above Line

TITLE:

Asst

. This FINANCING STATEMENT covers the following types or items of property:
 The following equipment including additions, accessions and substitutions thereof
 and proceeds: Facsimile Machine equipment manufactured by AT&T Information
 Systems, Inc., as follows:

<u>DESCRIPTION</u>	<u>MODEL</u>	<u>QUANTITY</u>	<u>SERIAL NUMBER</u>
Facsimile Machine	3510D	1	

<u>STORE NO.</u>	<u>LOCATIONS</u>	<u>COUNTY/STATE</u>	<u>ZIP</u>
151	135-A Annapolis Mall Annapolis	Anne Arundel, MD	21401
135	421 Glen Burnie Mall 6711 Governor Ritchie Highway Glen Burnie	Anne Arundel, MD	21061

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures only).

<u>Name of Debtor</u>	<u>Address</u>
Samuel J Parks Jr. Gloria J. Parks	681 Bayard Road Lothian, Maryland 20711

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: P.O. Box 1344, Baltimore, Md. 21203

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1980 Allis Chalmers Tractor Box 7030 Serial # 1420

RECORD FEE 12.00
 POSTAGE .30
 FEB 23 1987

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Samuel J Parks
Samuel J. Parks

Gloria J Parks
Gloria J. Parks

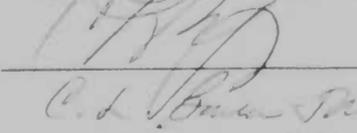
Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY *Nancy T Skillman*
Nancy T. Skillman

12.30

200000

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any)								
1. Debtor(s) Name(s) (Last Name First) Nursery Foods Ltd.	2. Debtor(s) Complete Address(es) 1 Nursery Place N. Linthicum, Md 21090									
3. & 4. Secured Party(ies) and Complete Address(es) CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)									
7. This financing statement covers the following types (or items) of property (Describe) All furniture, fixtures, equipment, Inventory and accounts receivable now owned or hereafter acquired including but not limited to the attached list.										
<table border="0"> <tr> <td>RECORDING FEE</td> <td>37.00</td> </tr> <tr> <td>SEARCHING FEE</td> <td>37.00</td> </tr> <tr> <td>POSTAGE</td> <td>.50</td> </tr> <tr> <td>TOTAL</td> <td>74.50</td> </tr> </table>			RECORDING FEE	37.00	SEARCHING FEE	37.00	POSTAGE	.50	TOTAL	74.50
RECORDING FEE	37.00									
SEARCHING FEE	37.00									
POSTAGE	.50									
TOTAL	74.50									
8a. (<input checked="" type="checkbox"/>) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented										
Filed with CIRCUIT COURT CLERK OF Anne Arundel		County Other <u>SDAT</u>								
9. Transaction is <input checked="" type="checkbox"/> is not (), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>65,000.00</u>										
10. This statement to be returned after recordation to Secured Party, shown above, or to										
Signature(s) of Debtor(s) Nursery Food, Ltd.										
 Theodore J. Phillips Signature(s) of Secured Party(ies) or Assignee(s)										
 By <u>C. S. Brown</u> (Title)										
NOTE--Type or Print Name: Clearly Below Signatures.										
FILING OFFICER COPY										
DS-30										
Printed in U. S. A.										

37
455

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Addendum

**Regional
Restaurant
Equipment Co.**

BOOK 509 PAGE 43

Baltimore, MD / (301) 995-0060 • Washington, D.C. / (301) 621-6155
9176-L Red Branch Road • Columbia, Maryland 21045

PROPOSAL SUBMITTED TO Mr. Ted Philips	PHONE	DATE December 10, 1986
STREET 8019 Belair Road	JOB NAME T J's Best	
CITY, STATE AND ZIP CODE Baltimore, Maryland	JOB LOCATION 1 Nursery Place	
SALESMAN Roger D. Meinken	DATE OF PLANS	JOB PHONE
	Linthicum, Maryland	

Description

ITEM #	QTY	DESCRIPTION	AMOUNT
1		SPARE	
11	1	Manitowoc 400 Series 1/2 dice Ice Machine on a 530 LB. Storage Bin	\$ 1786.00
15	1	Jet Spray #TJ# Juice Disp.	719.00
12	3	Toppo Pop-up Cup Disp. #830ECP-830R w/ in counter collar	297.00
12	2	Toppo Pop-up Paper Cup Disp. #820ECP-820R w/ in counter collar	inc. above
12	2	Toppo Small Lid Disp. #825L 2 5/8" - 3 3/8 dia.	inc. above
12	2	Toppo #835L Large Lid Disp 3 1/4" - 4" dia.	inc. above
16	1	Bunn Five Post Automatic Coffee Brewer #RL35	440.00
17	1	Jet Spray Hot Chocolate Disp. #HC-2	435.00
20	1	Merco Hot Food Merchandiser - 2 tier	1238.00
21	1	Metal Masters Hand Sink #HSA-10-F	122.00
22	1	Delfield Hot Food Table, 3 sect. w/ one S/S end&drain for each sect. #V14148 Casters	1514.00 inc. above
23	1	Delfield Refrig. Base #V18648-M	

ELECTRIC AND PLUMBING NOT INCLUDED UNLESS WRITTEN IN CONTRACT

This Supplemental Work Order is subject to the same conditions and terms agreed upon in the Purchase Order, (Note)
Security Agreement dated the 10 day of Dec, 1986.

Accepted Seller

Date

Purchaser

[Signature]
12/10

[Signature]
W. J. Rogers, J. Pres.

Addendum

Page No. 2 of 4 Pages

**Regional
Restaurant
Equipment Co.**

800-509-5441

Baltimore, MD / (301) 995-0060 • Washington, D.C. / (301) 621-6155
9176-L Red Branch Road • Columbia, Maryland 21045

PROPOSAL SUBMITTED TO Mr. Ted Philips		PHONE	DATE December 10, 1986
STREET 8019 Belair Road		JOB NAME T J's Best Nursery Foods LTD	
CITY, STATE AND ZIP CODE Baltimore, Maryland		JOB LOCATION 1 Nursery Place	
SALESMAN Roger D. Meinken	DATE OF PLANS	Linthicum, Maryland	JOB PHONE

ITEM #	QTY	DESCRIPTION	AMOUNT
23	cony.	w/one S/S end, cutting board, 12 X 27 sandwich unit top, drain eliminator, 5 yr. compressor warranty & 1 yr. service warranty	\$ 1988.00
		Casters	inc. above
26	1	Traulsen Refrig. Equip. Stand on casters #RUL 3-32-WSC	3037.00
25	2	Keating Miraclean Griddles #L400100L	338565.00
25	2	Keating Plastic Cutting Boards w/brackets	inc. above
24	1	Custom SMC 10' Hood w/self contained return air fine system fans, lights, duct-work, permits, installed	8859.00
24A	1	Ansul Fire Suppression System	1204.00
38	1	Custom SMC 7'3" S/S Updraft, fans, duct-work, permits	inc. #24
27	1	Delfield Utility Stand #V16152 w/14" top right extention, 2 S/S ends, 2 recpt.	996.00
30	1	Eastern Rack Bread Stand on casters #W722426-8	391.00
31	1	Delfield Refrig. Base #V18748M w/one S/S end	

ELECTRIC AND PLUMBING NOT INCLUDED UNLESS WRITTEN IN CONTRACT

This Supplemental Work Order is subject to the same conditions and terms agreed upon in the Purchase Order, (Note) Security Agreement dated the _____ day of _____, 19____.

Accepted Seller

Date

Purchaser

W. J. ...
W. J. ...

**Regional
Restaurant
Equipment Co.**

BOOK 509 PAGE 45

Baltimore, MD / (301) 995-0060 • Washington, D.C. / (301) 621-6155
9176-L Red Branch Road • Columbia, Maryland 21045

PROPOSAL SUBMITTED TO Mr. Ted Philips		PHONE	DATE December 10, 1986
STREET 8019 Belair Road		JOB NAME T.J.'s Best Nursery Foods LTD.	
CITY, STATE AND ZIP CODE Baltimore, Maryland		JOB LOCATION 1 Nursery Place	
SALESMAN Roger D. Meinken	DATE OF PLANS	Linthicum, Maryland	JOB PHONE

ITEM #	QTY	DESCRIPTION	AMOUNT
31 cont.		drain eliminator, 1 recept., 1 cutting board, 12" X 36" cantilever overshelf (double), 12 X 27 sandwich unit top, 5 yr. compressor warranty, 1 yr. serv. warranty Casters	2330.00 inc. above
33	1	Toastwell 4 slice pop-up Toaster #BTM-4 less cord and plug	220.00
32		N.I.C.	
34	1	Delfield Freezer Base w/compt. on right #V18838, 1 S/S end, drain elim. 1 recpt/ 5 yr. comp. warranty, 1 yr. parts & labor warranty w/ 18" deep x 48" wide w/ 4 casters	1738.00 inc. above
35		N.I.C.	
36, 37	1	Vulcan "Frycat" Split Tank Fryer w/range match dump filter station Fryer on left CCPS-F-2 / WITH AUTO BASKET LIFTS	3423.00
39	1	Vulcan Gas Range #SG-36FL, 36" range w/ S/S front and left side, swivel casters w/conv. oven base	1575.00 Add. 180.00

ELECTRIC AND PLUMBING NOT INCLUDED UNLESS WRITTEN IN CONTRACT

This Supplemental Work Order is subject to the same conditions and terms agreed upon in the Purchase Order, (Note) Security Agreement dated the _____ day of _____, 1986.

Accepted Seller
[Signature]
Date

Purchaser
[Signature]
Wynalt A. Rogers V. Pres.

Addendum

Page No. 4 of 4 Pages

**Regional
Restaurant
Equipment Co.**

3000 509 48

Baltimore, MD / (301) 995-0060 • Washington, D.C. / (301) 621-6155
9176-L Red Branch Road • Columbia, Maryland 21045

PROPOSAL SUBMITTED TO	PHONE	DATE
STREET	JOB NAME	
CITY, STATE AND ZIP CODE	JOB LOCATION	
SALESMAN	DATE OF PLANS	JOB PHONE

Description			
QTY	UNIT	DESCRIPTION	PRICE
43	1	Robot comp for processor w/2 attachments 24x	970.00
45	2	Marks single tie applicator #124B/C-1243C	60.00
46	1	Beetle automatic slicer #210 w/24" cut w/pusher w/24" tray, no #100	2475.00
400	1	Schmitt Auger case SRR14	2575.00
Total Amount of all Above			\$44,637.35

Includes freight delivery & storage of all equipment provided in
 Receipt. Includes complete service for 1 year with
 all parts and labor on all equipment provided (excludes hydraulic
 systems of all equipment (other than construction equipment) and fire
 extinguishers. Includes all state sales tax.
 Receipt will make full receipt on site and generator. Other items as noted.

ELECTRIC AND PLUMBING NOT INCLUDED UNLESS WRITTEN IN CONTRACT

This Supplemental Work Order is subject to the same conditions and terms agreed upon in the Purchase Order, (Note)
 Security Agreement dated the _____ day of _____, 19____.

Accepted Seller	Purchaser
<i>[Signature]</i>	<i>[Signature]</i>
Date	
12/10/86	

Regional Restaurant Equipment Co.

BOOK 503 PAGE 47

Baltimore, MD / (301) 995-0060 • Washington, D.C. / (301) 621-6155
9176-L Red Branch Road • Columbia, Maryland 21045

PROPOSAL SUBMITTED TO	NE Ted Philips & Wyatt Rogers	PHONE	661-7800	DATE	
STREET	8011 Belair Rd	JOB NAME	Nursery bars		
CITY, STATE AND ZIP CODE	Bilt Md	JOB LOCATION	TJ's Best		
SALESMAN	Roger Winken	DATE OF PLANS		JOB PHONE	

Description Below are changes to contract dated Dec 10, 1986

ONE (1) BUDGET PIZZA OVEN - model # 911P
51" wide, 27,000 BTU
with stand - Add \$1850.00

Item # 26 change from Traulsen to Dethell equipment/gallic stand # 2410
102" long credit (200.00)

Delete Item # 20 Ilarco food merchandiser credit (1238.00)

TOTAL of this change order Add 412.00
original contract amount 44,637.35
Total New Contract \$45,049.35

ELECTRIC AND PLUMBING NOT INCLUDED UNLESS WRITTEN IN CONTRACT

This Supplemental Work Order is subject to the same conditions and terms agreed upon in the Purchase Order, (Note) Security Agreement dated the 21st day of Dec, 1986

Accepted Seller Roger Winken

Purchaser Wyatt A Rogers

Date _____

Wyatt A Rogers

Bill of Sale

From: Mustang Pizza & Sub Carry-Out
2001 Old Cross Road
Baltimore, Maryland 21220

To: T.J. Phillips
W.A. Rogers

Items: Model 500 Penny Penny Electric Chicker machine in excellant condition.(s.n. 34915)	\$ 2,500.00
Model P85 Penny Penny Holding Cabinet in good working condition. (s.n. 2173)	250.00
Model MN-48 Lang Cheese Melter- three phase electric.(S.N. D-42128) in good working condition.	750.00
8ft x 12ft Penn Walk-in Freezer Refrigerator with two copeland compressors and stainless steel front.	1,500.00
Six Metro Wire Packs(three on wheels), Four(24" x 48") , Two (18" x 36"), twenty-six shelves storage total	600.00
Four Metro Wire Dunnage Packs-24"x48"	400.00
One Stainless Steel Table 30"x 48" on casters with stainless steel legs and stainless steel undershelf.	225.00
One Stainless Steel Table 30"x 72" with backsplash	200.00
Two Door Glenco Freezer 36"x 56" OA, Model # Alfa 48 T1,(s.n. 316417) in almost new condition.	1,250.00
One Beverage Air Two Door, 8 Tray sandwich unit (27"x 48") in line new condition	750.00
	Total \$ 8,425.00
	Discount for cash (1,025.00)
	Balance \$ 7,400.00

Terms: Downpayment of \$ ~~2,250.00~~ ^{2000.00} made on or before November 14, 1986. Balance of \$ ~~5,150.00~~ ^{5400.00} due when equipment is picked up.

Mustang Pizza & Sub Carry-Out to demonstrate that chicken machine is in working order before pickup.

Date: 11/14/80.

Date: 11/14/80.

David P. [Signature]
(Seller)
Wyatt A. Rogers
(Buyer)

256355

~~State~~ (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ _____
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

BORROWER(S) Name(s) (Last Name first) and Address(es) Charles C. Walgren 530 Millshire Drive Millersville, MD 21108	SECURED PARTY'S Name and Address MARYLAND NATIONAL BANK 226 North Calvert Street Baltimore, Maryland 21202
--	---

This Financing Statement covers the following types of items of property:

(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used.)

1976 Clark San Juan 21', Hull #CLK212110276
 1976 Johnson 6 hp engine, Serial #J3203891
 1976 Fleet Captain Trailer, Serial #2140

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above.

BORROWER(S)

Charles C. Walgren
 Charles C. Walgren

SECURED PARTY

MARYLAND NATIONAL BANK

By *Rhavis*

RECORD FEE 11.00
 POSTAGE .50
 MARYLAND NATIONAL BANK
 FEB 25 87

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to MARYLAND NATIONAL BANK at _____)

Mailed to Secured Party

11/50

200357

~~Subject~~ (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ 11,625.00
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

BORROWER(S) Name(s) (Last Name first) and Address(es) Graf, Bernard S. Graf, Jean S. 415 Halsey Road Annapolis, Maryland 21401	SECURED PARTY'S Name and Address MARYLAND NATIONAL BANK 225 North Calvert Street Baltimore, Maryland 21202 Attn: Michelle L. Meredith
--	---

This Financing Statement covers the following types of items of property
(Describe fully including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used)

1976 Catalina 27 Hull #CTYL2460M76H
1985 Mercury 9.8 hp outboard Engine #5619097

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above

BORROWER(S)
 Bernard S. Graf
 Jean S. Graf

SECURED PARTY
 MARYLAND NATIONAL BANK
 By Michelle L. Meredith
 (Authorized Signature)

RECORDING FEE 12.00
 POSTAGE .30
 MARYLAND STATE DEPARTMENT OF REVENUE
 BALTIMORE, MD 21202
 FEB 25 1987

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)
 (Mr. Clerk, Return to MARYLAND NATIONAL BANK at 225 No. Calvert St., Baltimore, MD 21202, MS 010614)

Mailed to Secured Party

12/20



MARYLAND NATIONAL BANK
We want you to grow.™

206353

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 Daniel E. Cook 252 Cape St. John Road
 Annapolis, MD 21401

6. Secured Party _____ Address _____
 Maryland National Bank Retail Finance Division
 Attention M. Meredith 225 N. Calvert St.
 Baltimore, MD 21203

RECORD FEE 11.00
 POSTAGE .50
 33827 0777 001 108-37
 10 25 87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Daniel E. Cook 11-10-86 _____ (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Sharon A. Ingram (Seal)
 Sharon A. Ingram Retail Sales Rep II
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11/90

Schedule A

- 1 1987 Boston Whaler Outrage Motorboat 20'
#8A1320
- 1 1986 Evinrude Outboard 150 HP Motor
#1311677
- 1 1987 EZ-Loader Trailer
#1ZE1LZW1XHD011928

x. 1987 Boston Whaler Outrage Motorboat

Mailed to Secured Party

206350

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Lantz, Robert B. 257 Providence Road Annapolis, MD 21401	2. Secured Party(ies) and address(es) Maryland National Bank 326 First street Annapolis, MD 21403	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1986-87 Bertram 46' Hull #BERP0967H687		5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
 POSTAGE 50
 206350-1177 MD1 108:36
 FEB 25 87

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
 Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with:

SIGN HERE → Robert B. Lantz
 Robert B. Lantz
 By: _____
 Signature(s) of Debtor(s)

MARYLAND NATIONAL BANK
Rhain
 By: _____
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

112

Mailed to Secured Party

206389

BOOK 509 PAGE 56

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Shanks, Dawn L.
463 Longtowne Court
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Maryland National Bank
326 First Street
Annapolis, MD 21403

RECORD FEE 11.00
POSTAGE 50
FEB 25 1987
108:35

4. This financing statement covers the following types (or items) of property:
1987 Boston Whaler 17' Hull # BWCK6327F687
1987 Load Rite Serial # 1PHCTCMLXH1000015
1987 Yamaha 90hp Engine Serial # 6HLL 458187

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:
Dawn L Shanks
Dawn L. Shanks
By: _____
Signature(s) of Debtor(s)

MARYLAND NATIONAL BANK
[Signature]
By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

Not to be recorded
in Land Records

Not subject to
Recordation Tax

FINANCING STATEMENT

1. Debtor:

Anne Arundel County, Maryland
(the "County")

Address:

Arundel Center
Annapolis, Maryland 21404

RECORD FEE 11.00
POSTAGE .50
#19506 0040 102 709:24
FEB 25 87

2. Secured Party:

Mercantile-Safe Deposit and Trust Company, Escrow Deposit Agent, as Escrow Deposit Agent under an Escrow Deposit Agreement with the County dated as of February 1, 1987 (the "Escrow Deposit Agreement"), and entered into for the benefit of the holders from time to time of the County's Consolidated General Improvements Series, 1981, the County's Consolidated Water and Sewer Series, 1981, the County's Consolidated General Improvements Series, 1983, the County's Consolidated General Improvements Series, 1983 Refunding Series, the County's Consolidated Water and Sewer Series, 1983 Refunding Series, the County's Consolidated General Improvements Series, 1984, the County's Consolidated General Improvements Series, 1985 and the County's Consolidated Water and Sewer Series, 1985.

Address:

2 Hopkins Plaza
Baltimore, Maryland 21202

3. This Financing Statement covers all funds, moneys and Government Obligations, as such term is defined in the Escrow Deposit Agreement, deposited in or credited to the General Improvements Escrow Deposit Fund and the Water and Sewer Escrow Deposit Fund established by Sections 2.02 and 2.03, respectively, of the Escrow Deposit Agreement.

4. Proceeds of collateral are covered hereunder.

11.00
.50

Debtor:

Anne Arundel County, Maryland

By:


O. James Lighthizer
County Executive
Anne Arundel County, Maryland

To the Filing Officer: After this statement has been recorded
Please mail the same to: Pamela J. Mara, 1100 Charles Center
South, 36 South Charles Street, Baltimore, Maryland 21201

Mailed to Secured Party

288302

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 92.42. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to SDAT

RECORDED FEE 14.00
 NOTICE .50
 RECORDATION TAX 71.9234
 FEB 23 87

5. Debtor(s) Name(s): Technology Leasing Associates Address(es): 80 West Street, Suite 110 Location Of Equipment: Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: Community Loan Unit
 Attention: L. Keller Post Office Box 987, Mailstop 500-501
 Baltimore, Maryland 21203

(Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Technology Leasing Associates Secured Party: Maryland National Bank

By: Richard E. Walters (Seal) By: Debra L. Phipps (Seal)
 Type name and title, if any. Richard E. Walters, General Partner Debra L. Phipps/Branch Officer

By: Leonard E. Moodispaw (Seal)
 Type name and title, if any. Leonard E. Moodispaw, General Partner

207-95 REV 1/86

MARYLAND NATIONAL BANK

M. Willson Offutt, IV, General Partner

M/SO

P/43 certified

SCHEDULE "A"

300. 509 PAGE 60

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	EGA Extended Warranty P/N:120M1015	12.00	12.00
1	Second 30MB Drive Extended Warranty P/N: 115M1015	35.00	35.00
1	Color Display Extended Warranty P/N: 180M1010	21.00	21.00
1	ITC 30T (W) Dot Matrix (15") Parallel Interface P/N: 300T4910	1,467.00	1,467.00
1	EE Designer Software System P/N: EE01 and EE Designer AutoRouter Module P/N: AR20	1,850.00	1,850.00
1	2D Designer CAD System P/N: 2D01	95.00	95.00
1	Installation Assistance P/N: T515	25.00	25.00
1	Hot Line Support P/N: TS10	150.00	150.00
1	DMP-56 Houston Instruments Plotter	5,077.00	5,077.00
1	MASS-11 Word Processor	395.00	395.00
1	MASS-11 Manager	495.00	495.00
1	IBM PC-AT (Tempest) ITC PC-AT 520T0000	5,491.00	5,491.00
1	80287 Math Co-Processor P/N: 175T8005	356.00	356.00
1	Half Height 360 K8 Diskette Drive P/N 110T1000	336.00	336.00
1	Half Height 10 MB Removable Cartridge Drive P/N: 115T0515	1,450.00	1,450.00
1	Second 10 MB Drive P/N: 115T0520	1,125.00	1,125.00
2	10 MB Cartridge P/N: 140T7010	118.00	236.00
1	256KB Memory Expansion Board AT P/N: 125T8025	725.00	725.00
1	128K Memory Board AT P/N: 125T8012	571.00	571.00
1	Enhanced Color Graphics Adapter P/N: 120T2021	472.00	472.00
1	EGA Memory Expansion P/N: 120T1095	586.00	586.00
1	Enhanced Color Graphics Display P/N: 1801010	1,128.00	1,128.00
2	Serial/Parallel Adapter P/N: 120T8040	546.00	1,092.00
1	ITC Mouse-T Serial Graphics Device	350.00	350.00
1	IBM PC DOS 3.2 Must be Version 3.2	72.00	72.00
1	Communications Cable 15' (Serial) P/N: 130T8015	143.00	143.00
1	Communications Cable 6' (Parallel) P/N: 130T1010	77.00	77.00
1	At Reference Manual P/N: 100T0050	59.00	59.00
1	ITC PC-AT (Hard Disk) Extended Warranty P/N: 530M0000	175.00	175.00
	TOTAL:		24,066.00

Mailed to Secured Party

Anne Arundel County

206303

FINANCING STATEMENT

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1. DEBTOR(S) and Address(es)</p> <p>F. Scott Jay & Company, Inc. P.O. Box 482 214 Najoles Drive Millersville, Maryland 21108</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Mary Stafford T0609</p> <p style="text-align: center;">Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of wholesale forest products (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever; Ultimate mini-computer (DEC) with 16 stations and 6 printers. Model No. 1520, Serial No. GT3227.

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 30,000.00

RECORD FEE 11.00
 RECORD TAX 210.00
 CR
 FEB 25 1987

DEBTOR:

F. Scott Jay & Company
(Type Name)

By: [Signature]
F. Scott Jay, President

By:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: [Signature]

Stephen G. Evseeff
(Type Name)

February 9, 19 87

(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md., Va., D.C., Pa.

11-
210-
50

Mailed to Secured Party

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No. 206301
(Not to Be) (To Be) Recorded in the Land Records.* strike in applicable words		
Debtor(s) Name(s) and Address(es) Dugans, Ethel Jane Dugans, Roland E., Jr. 808 Ruxshire Drive Arnold, Anne Arundel, MD 21012		Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093
Assigned to Secured Party CIT Corporation		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) 1987 Diamond Reo C11664DB Truck S/N 1D9AC6182H1009031 One (1) New 14' R & S Steel Body S/N 86121518 The name of the Secured Party is The CIT Group/Equipment Financing, Inc. as shown on the "CIT Corporation" and the name of the Debtor is "The CIT Group/Equipment Financing, Inc."		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Roland E. Dugans, Jr./Ethel Jane Dugans</u>		Secured Party <u>The CIT Equipment Financing, Inc.</u>
BY <u>Roland E. Dugans</u> Title _____ BY <u>Ethel Jane Dugans</u> Title _____ If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.		BY <u>Diane Grossman CIT</u> <u>Diane GRUSSMAN</u>
Type or print name(s) of person(s) signing 5 SA 989D		Type or print name of person signing

RECORD FEE 10.00
 JUSTICE .50
 MONTGOMERY COUNTY 711-31
 FEB 25 87



123

Mailed to Secured Party

3

206355

FINANCING STATEMENT

1. NAME & ADDRESS OF DEBTOR: H & H PARTNERHIP
a Maryland General Partnership
2. NAME & ADDRESS OF SECURED PARTY: SEVERN SAVINGS ASSOCIATION
OF ANNAPOLIS, INC.
1726 West Street
Annapolis, Maryland 21401
3. This Financing Statement covers the following types (or items of property):
 - (a) All inventory, equipment, goods, personal property, fixtures, raw materials and supplies located on the property known as Lots 1 and 2, Block 14, as shown on the amended plat of GLEN BURNIE, PLAT NO. 1, recorded among the Land Records of Anne Arundel County in Plat Book 6, folio 13, with the improvements thereon to be known as 7425 Baltimore-Annapolis Boulevard, Glen Burnie, Maryland 21061.
 - (b) Proceeds of all collateral are covered.
4. This transaction is not subject to the recordation tax imposed by Article 81 Sections 277 and 278 fo the Annotated Code of Maryland.

DEBTOR:

H & H PARTNERSHIP
a Maryland General Partnership

BY: [Signature]
HAROLD B. MURNANE, III
Partner

BY: [Signature]
HENRY SHINABERRY,
Partner

SECURED PARTY:

SEVERN SAVINGS ASSOCIATION
OF ANNAPOLIS, INC.

BY: [Signature]



Return to:
HYATT & CHEP, P.A.
1919 West Street
P.O. Box 1852
Annapolis, MD 21404
File # 1.1185

Mailed to Secured Party

13.50

PRINT OR TYPE ALL INFORMATION

NOVEMBER 4, 1986

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

MARYLAND STATE CORPORATION COMMISSION
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia, 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

245931 Liber 458 Folio 295

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Raymond Sears & Son
2387 Rutland Road
Gambrills, MD 21054

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Associates Commercial Corporation
8002 Discovery Drive, #420
Richmond, VA 23288

Name & address of Assignee

Return to: Annapolis Federal Savings & Loan Association
P.O. Box 751
Annapolis, MD 21404

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement



POSTAGE 10-00
55-1003 6237 001 713-052
FEB 25 87

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

By: Raymond R. Sears, Raymond R. Sears
Signature of Debtor if applicable (Date) President

Associates Commercial Corporation
Signature of Secured Party if applicable (Date)

(Marek)

Mailed to Secured Party

PRINT OR TYPE ALL INFORMATION NOVEMBER 4, 1986

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

MARYLAND

STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

245929 Liber 458 Folio 293

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed _____

Raymond Sears & Son
2387 Rutland Road
Gambrills, MD 21054

Check the box indicating the kind of statement. Check only one box _____

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Associates Commercial Corporation
8002 Discovery Drive, #420
Richmond, VA 23288

~~Name & address of Assignee~~

Return to: Annapolis Federal Savings
& Loan Association
P.O. Box 751
Annapolis, MD 21404

Date of maturity if less than five years _____

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement _____

RECORDING FEE 10.00
POSTAGE 1.50
RECEIVED OCT 31 11:43 AM
FEB 25 87



Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable: _____

Raymond Sears and Son, Inc:

By: Raymond R. Sears Raymond R. Sears
Signature of Debtor if applicable (Date) President

Associates Commercial Corporation

Signature of Secured Party if applicable (Date)

CM Wells

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Jan. 26 87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ELITE YACHTS DE FRANCE, INC.
 Address P.O. Box 3342, Annapolis, MD 21403

2. SECURED PARTY

Name KIRIE CONSTRUCTIONS NAUTIQUES
 Address Route de la Rochelle
85100 Les Labbe d'Olonne, France

Person And Address To Whom Statement Is To Be Returned If Different From Above.
Statement to be returned to Debtor

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ELITE 25' * E4D25086K586
ELITE 30' * E4D30114F687
ELITE 32' * E4D32096B686
ELITE 324 * E4D32110D686
ELITE 324 * E4D32126I687
EIGHT KITS OF COMPONENT PARTS FOR ELITE 364

RECORD FEE 11.00
 POSTAGE .50
 406613 COM TEL 710:01
 FEB 26 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

Ulegeay
 (Signature of Debtor)

ODILE LEGEAY
 Type or Print Above Signature on Above Line
Tr. Vice President
 (Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
 (Signature of Secured Party)

BERTRAND DOAT
 Type or Print Above Name on Above Line



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Jan 26 87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ELITE YACHTS DE FRANCE, INC.
 Address P.O. Box 3343, Annapolis, MD 21403

2. SECURED PARTY

Name SANTIERE DEL PARDO S.p.A.
 Address Via Lunga 2
40056 Campellano Bologna, Italy

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- GRAND SOLEIL 36' & EYD000310585
- GRAND SOLEIL 36' & EYD36035H586
- GRAND SOLEIL 39' & EYD000060385
- GRAND SOLEIL 46' & EYD146076H687

RECORDED FEE 11.00
 FORTNITE 1.50
 FEB 26 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Ulegay
 (Signature of Debtor)

ODILE LEGEAY
 Type or Print Above Signature on Above Line
Sr. Vice President

(Signature of Debtor)
 Type or Print Above Signature on Above Line

[Signature]
 (Signature of Secured Party)

GIUSEPPE GIULIANI
 Type or Print Above Name on Above Line

Mailed to Secured Party

BOOK 509 PAGE 68

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 206164

RECORDED IN LIBER 364 FOLIO 214 ON 11/18/76 (DATE)

1. DEBTOR

Name Marley Television Co., Inc. T/A Bay TV, Inc.
Address 798 Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY

Name WESTINGHOUSE CREDIT CORPORATION
Address 1740 E. Joppa Rd.
Baltimore, MD 21234

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
100074 111 PM 108438



FEB 26 1977

DEBTOR:

SECURED PARTY:

WESTINGHOUSE CREDIT CORPORATION

(Signature of Debtor)

DRY/L

(Signature of Secured Party)
DAVID R HEILMAN
Type or Print Above Name on Above Line

Type or Print Above Name on Above Line

1050

Mailed to Secured Party



UCC-1 FINANCING STATEMENT

This Financing Statement is presented to Filing Officer for filing pursuant to the Uniform Commercial Code.

DEBTOR'S NAME AND ADDRESS:

West Trails Corporation
580 Westlake Park Blvd., #1640
Houston, Tx 77079

SECURED PARTY'S NAME AND ADDRESS:

General Electric Credit Corporation
 2323 North Central Expressway
 Suite 160, L.B. 70
 Richardson, Tx 75080

This Financing Statement covers the following types (or items) of property:

(a) All present and hereafter-acquired Inventory and the products and proceeds thereof, and any and all records pertaining thereto, said Inventory including, without limitation, raw materials, components, work-in-process, finished goods, packing and shipping materials, containers, goods held for sale, goods held for lease, goods for which the Borrower is Lessor, goods to be furnished under contracts of service, goods previously furnished under contracts of service, materials used or consumed in Borrower's business, and all personal property hereafter acquired by Borrower by way of substitution, replacement, return, repossession, or otherwise, for any of the foregoing, and all additions and accessions thereto, and all proceeds of every kind and character which shall include, but not be limited to, the proceeds arising from the rental or sale of the Inventory, as hereinabove defined, and all rights arising from any sales, consignment, or rental agreement which has arisen or may arise in the future in the regular or ordinary course of Borrower's business. The foregoing includes, but is not limited to, all goods wherever located and whether the same remain in Borrower's possession or in the possession of others pursuant to rental agreements with or without options to purchase.

(b) All accounts, accounts receivable, contract rights, documents, revolving charge accounts, deferred payment contracts, revolving credit agreements, retail installment sales contracts, chattel paper, instruments, and choses in action relative to the foregoing, in whatever form, in which Borrower now or hereafter has any interest and which are now or hereafter held, owned or acquired by Borrower, all whether secured or unsecured, now existing or hereafter arising, together with all of the instruments evidencing same, the receivables therefrom and the proceeds thereof, and all rights as to any merchandise, goods or other property which is represented thereby or is security or collateral therefor. The foregoing includes, but is not limited to, rental and/or lease contracts, agreements, or accounts wherever located pursuant to which Borrower rents with or without option to purchase the Inventory described above.

(c) All of Borrower's Equipment now owned or hereafter acquired, including but not limited to furniture, store fixtures, warehouse and/or office equipment or furnishings used in Borrower's operations and not held for sale.

(d) All general intangibles now owned or hereafter acquired, including but not limited to income tax refunds, copyrights, license rights, patent rights, trademarks, good will, and any franchise granted to Borrower by Remco and anyone else.

(e) All substitutions and replacements for and proceeds of the foregoing.

(f) All books and records, including without limitation, customer lists, computer programs, printouts and other material and records of Borrower pertaining to the foregoing.

Collateral covers and includes products, proceeds and after-acquired property and is security for future advances. All collateral is covered and included wherever located, now or in the future.

Additional address(es) where collateral may be located include, but are not limited to:

SEE EXHIBIT A

DEBTOR

Michael B Hickey President
 David R Little Secretary

West Trails Corporation

By: Michael B Hickey
David R Little

L J Cannariato
 GENERAL ELECTRIC CREDIT CORPORATION

By: L J Cannariato
 Signature of Secured Party

EXHIBIT A

BOOK 509 PAGE 70

ADDITIONAL ADDRESSES WHERE COLLATERAL MAY BE LOCATED INCLUDE, BUT ARE NOT LIMITED TO:

4535 Fredericksburg Rd.
San Antonio, Tx 78201

835 45th Ave. N. East
Hilltop, MN 55421

Pennsylvania Shopping Center
1877 Street Rd.
Bensalem, Pa 19020

2113 Oregon Ave.
Philadelphia, Pa 19145

1500 Garrett Rd.
Upper Darby, Pa 19082

5362 Walzem Rd.
San Antonio, Tx 78218

6228 N. Kings Hwy.
Alexandria, Va 22303

1142-44 SW Military Dr.
San Antonio, Tx 78221

3124A Donnell Dr.
Forestville, Md 20747

5706 Richie Hwy.
Baltimore, Md 21225

1559 W. Larpenteur
St. Paul, MN 55113

1794 Merritt Blvd.
Baltimore, Md 21222

3007 Lyndal Ave.
Minneapolis, MN 55402

Langley Park Shopping Center
7982 New Hampshire Ave.
Langley Park, Md 20781

6112M Arlington Blvd.
Falls Church, Va 22044

712 N. Rolling Rd.
40 W. Shopping Center
Baltimore, Md 21228

Mailed to Secured Party

UCC-1 FINANCING STATEMENT

This Financing Statement is presented to Filing Officer for filing pursuant to the Uniform Commercial Code.

DEBTOR'S NAME AND ADDRESS:

Tryit II, Inc.
580 Westlake Park Blvd., #1640
Houston, Tx 77079

SECURED PARTY'S NAME AND ADDRESS:

General Electric Credit Corporation
 2323 North Central Expressway
 Suite 160, L.B. 70
 Richardson, Tx 75080

RECORD FEE 11.00
 POSTAGE .50
 FEB 26 87

This Financing Statement covers the following types (or items) of property:

(a) All present and hereafter-acquired Inventory and the products and proceeds thereof, and any and all records pertaining thereto, said Inventory including, without limitation, raw materials, components, work-in-process, finished goods, packing and shipping materials, containers, goods held for sale, goods held for lease, goods for which the Borrower is Lessor, goods to be furnished under contracts of service, goods previously furnished under contracts of service, materials used or consumed in Borrower's business, and all personal property hereafter acquired by Borrower by way of substitution, replacement, return, repossession, or otherwise, for any of the foregoing, and all additions and accessions thereto, and all proceeds of every kind and character which shall include, but not be limited to, the proceeds arising from the rental or sale of the Inventory, as hereinabove defined, and all rights arising from any sales, consignment, or rental agreement which has arisen or may arise in the future in the regular or ordinary course of Borrower's business. The foregoing includes, but is not limited to, all goods wherever located and whether the same remain in Borrower's possession or in the possession of others pursuant to rental agreements with or without options to purchase.

(b) All accounts, accounts receivable, contract rights, documents, revolving charge accounts, deferred payment contracts, revolving credit agreements, retail installment sales contracts, chattel paper, instruments, and choses in action relative to the foregoing, in whatever form, in which Borrower now or hereafter has any interest and which are now or hereafter held, owned or acquired by Borrower, all whether secured or unsecured, now existing or hereafter arising, together with all of the instruments evidencing same, the receivables therefrom and the proceeds thereof, and all rights as to any merchandise, goods or other property which is represented thereby or is security or collateral therefor. The foregoing includes, but is not limited to, rental and/or lease contracts, agreements, or accounts wherever located pursuant to which Borrower rents with or without option to purchase the Inventory described above.

(c) All of Borrower's Equipment now owned or hereafter acquired, including but not limited to furniture, store fixtures, warehouse and/or office equipment or furnishings used in Borrower's operations and not held for sale.

(d) All general intangibles now owned or hereafter acquired, including but not limited to income tax refunds, copyrights, license rights, patent rights, trademarks, good will, and any franchise granted to Borrower by Remco and anyone else.

(e) All substitutions and replacements for and proceeds of the foregoing.

(f) All books and records, including without limitation, customer lists, computer programs, printouts and other material and records of Borrower pertaining to the foregoing.

Collateral covers and includes products, proceeds and after-acquired property and is security for future advances. All collateral is covered and included wherever located, now or in the future.

Additional address(es) where collateral may be located include, but are not limited to:

SEE EXHIBIT A

DEBTOR

Michael B Hickey, President
 David R Little, Secretary
 Tryit II, Inc.

By: Michael B Hickey
David R Little

L J Cannariato
 GENERAL ELECTRIC CREDIT CORPORATION
 By: L J Cannariato
 Signature of Secured Party

ADDITIONAL ADDRESSES WHERE COLLATERAL MAY BE LOCATED INCLUDE, BUT ARE NOT LIMITED TO:

4535 Fredericksburg Rd.
San Antonio, Tx 78201

835 45th Ave. N. East
Hilltop, MN 55421

Pennsylvania Shopping Center
1877 Street Rd.
Bensalem, Pa 19020

2113 Oregon Ave.
Philadelphia, Pa 19145

1500 Garrett Rd.
Upper Darby, Pa 19082

5362 Walzem Rd.
San Antonio, Tx 78218

6228 N. Kings Hwy.
Alexandria, Va 22303

1142-44 SW Military Dr.
San Antonio, Tx 78221

3124A Donnell Dr.
Forestville, Md 20747

5706 Richie Hwy.
Baltimore, Md 21225

1559 W. Larpenteur
St. Paul, MN 55113

1794 Merritt Blvd.
Baltimore, Md 21222

3007 Lyndal Ave.
Minneapolis, MN 55402

Langley Park Shopping Center
7982 New Hampshire Ave.
Langley Park, Md 20781

6112M Arlington Blvd.
Falls Church, Va 22044

712 N. Rolling Rd.
40 W. Shopping Center
Baltimore, Md 21228

Mailed to Secured Party

200072

UCC-1 FINANCING STATEMENT

This Financing Statement is presented to Filing Officer for filing pursuant to the Uniform Commercial Code.

DEBTOR'S NAME AND ADDRESS:

Tryit Limited NO. 1
580 Westlake Park Blvd., #1640
Houston, Tx 77079

SECURED PARTY'S NAME AND ADDRESS:

General Electric Credit Corporation
 2323 North Central Expressway
 Suite 160, L.B. 70
 Richardson, Tx 75080

SECURED PARTY'S NAME AND ADDRESS
 13.00
 .50
 108-42

This Financing Statement covers the following types (or items) of property:

(a) All present and hereafter-acquired Inventory and the products and proceeds thereof, and any and all records pertaining thereto, said Inventory including, without limitation, raw materials, components, work-in-process, finished goods, packing and shipping materials, containers, goods held for sale, goods held for lease, goods for which the Borrower is Lessor, goods to be furnished under contracts of service, goods previously furnished under contracts of service, materials used or consumed in Borrower's business, and all personal property hereafter acquired by Borrower by way of substitution, replacement, return, repossession, or otherwise, for any of the foregoing, and all additions and accessions thereto, and all proceeds of every kind and character which shall include, but not be limited to, the proceeds arising from the rental or sale of the Inventory, as hereinabove defined, and all rights arising from any sales, consignment, or rental agreement which has arisen or may arise in the future in the regular or ordinary course of Borrower's business. The foregoing includes, but is not limited to, all goods wherever located and whether the same remain in Borrower's possession or in the possession of others pursuant to rental agreements with or without options to purchase.

(b) All accounts, accounts receivable, contract rights, documents, revolving charge accounts, deferred payment contracts, revolving credit agreements, retail installment sales contracts, chattel paper, instruments, and choses in action relative to the foregoing, in whatever form, in which Borrower now or hereafter has any interest and which are now or hereafter held, owned or acquired by Borrower, all whether secured or unsecured, now existing or hereafter arising, together with all of the instruments evidencing same, the receivables therefrom and the proceeds thereof, and all rights as to any merchandise, goods or other property which is represented thereby or is security or collateral therefor. The foregoing includes, but is not limited to, rental and/or lease contracts, agreements, or accounts wherever located pursuant to which Borrower rents with or without option to purchase the Inventory described above.

(c) All of Borrower's Equipment now owned or hereafter acquired, including but not limited to furniture, store fixtures, warehouse and/or office equipment or furnishings used in Borrower's operations and not held for sale.

(d) All general intangibles now owned or hereafter acquired, including but not limited to income tax refunds, copyrights, license rights, patent rights, trademarks, good will, and any franchise granted to Borrower by Remco and anyone else.

(e) All substitutions and replacements for and proceeds of the foregoing.

(f) All books and records, including without limitation, customer lists, computer programs, printouts and other material and records of Borrower pertaining to the foregoing.

Collateral covers and includes products, proceeds and after-acquired property and is security for future advances. All collateral is covered and included wherever located, now or in the future.

Additional address(es) where collateral may be located include, but are not limited to:

SEE EXHIBIT A

DEBTOR

Michael B Hickey, General Partner
 David R Little, General Partner
 Tryit Limited NO. 1

Michael B Hickey
David R Little

L J Cannariato
 GENERAL ELECTRIC CREDIT CORPORATION
 By: L J Cannariato

EXHIBIT A

BOOK 509 PAGE 74

ADDITIONAL ADDRESSES WHERE COLLATERAL MAY BE LOCATED INCLUDE, BUT ARE NOT LIMITED TO:

4535 Fredericksburg Rd.
San Antonio, Tx 78201

835 45th Ave. N. East
Hilltop, MN 55421

Pennsylvania Shopping Center
1877 Street Rd.
Bensalem, Pa 19020

2113 Oregon Ave.
Philadelphia, Pa 19145

1500 Garrett Rd.
Upper Darby, Pa 19082

5362 Walzem Rd.
San Antonio, Tx 78218

6228 N. Kings Hwy.
Alexandria, Va 22303

1142-44 SW Military Dr.
San Antonio, Tx 78221

3124A Donnell Dr.
Forestville, Md 20747

5706 Richie Hwy.
Baltimore, Md 21225

1559 W. Larpenteur
St. Paul, MN 55113

1794 Merritt Blvd.
Baltimore, Md 21222

3007 Lyndal Ave.
Minneapolis, MN 55402

Langley Park Shopping Center
7982 New Hampshire Ave.
Langley Park, Md 20781

6112M Arlington Blvd.
Falls Church, Va 22044

712 N. Rolling Rd.
40 W. Shopping Center
Baltimore, Md 21228

Mailed to Secured Party

256373

UCC-1 FINANCING STATEMENT

This Financing Statement is presented to Filing Officer for filing pursuant to the Uniform Commercial Code.

DEBTOR'S NAME AND ADDRESS:

SECURED PARTY'S NAME AND ADDRESS:

Tryit Enterprises, a Texas Partnership
580 Westlake Park Blvd., #1640
Houston, Tx 77079

General Electric Credit Corporation
2323 North Central Expressway
Suite 160, L.B. 70
Richardson, Tx 75080

RECORD FEE 13.00
POSTAGE .50
SEARCH COST \$01.18
FEB 25 87

This Financing Statement covers the following types (or items) of property:

(a) All present and hereafter-acquired Inventory and the products and proceeds thereof, and any and all records pertaining thereto, said Inventory including, without limitation, raw materials, components, work-in-process, finished goods, packing and shipping materials, containers, goods held for sale, goods held for lease, goods for which the Borrower is Lessor, goods to be furnished under contracts of service, goods previously furnished under contracts of service, materials used or consumed in Borrower's business, and all personal property hereafter acquired by Borrower by way of substitution, replacement, return, repossession, or otherwise, for any of the foregoing, and all additions and accessions thereto, and all proceeds of every kind and character which shall include, but not be limited to, the proceeds arising from the rental or sale of the Inventory, as hereinabove defined, and all rights arising from any sales, consignment, or rental agreement which has arisen or may arise in the future in the regular or ordinary course of Borrower's business. The foregoing includes, but is not limited to, all goods wherever located and whether the same remain in Borrower's possession or in the possession of others pursuant to rental agreements with or without options to purchase.

(b) All accounts, accounts receivable, contract rights, documents, revolving charge accounts, deferred payment contracts, revolving credit agreements, retail installment sales contracts, chattel paper, instruments, and choses in action relative to the foregoing, in whatever form, in which Borrower now or hereafter has any interest and which are now or hereafter held, owned or acquired by Borrower, all whether secured or unsecured, now existing or hereafter arising, together with all of the instruments evidencing same, the receivables therefrom and the proceeds thereof, and all rights as to any merchandise, goods or other property which is represented thereby or is security or collateral therefor. The foregoing includes, but is not limited to, rental and/or lease contracts, agreements, or accounts wherever located pursuant to which Borrower rents with or without option to purchase the Inventory described above.

(c) All of Borrower's Equipment now owned or hereafter acquired, including but not limited to furniture, store fixtures, warehouse and/or office equipment or furnishings used in Borrower's operations and not held for sale.

(d) All general intangibles now owned or hereafter acquired, including but not limited to income tax refunds, copyrights, license rights, patent rights, trademarks, good will, and any franchise granted to Borrower by Remco and anyone else.

(e) All substitutions and replacements for and proceeds of the foregoing.

(f) All books and records, including without limitation, customer lists, computer programs, printouts and other material and records of Borrower pertaining to the foregoing.

Collateral covers and includes products, proceeds and after-acquired property and is security for future advances. All collateral is covered and included wherever located, now or in the future.

Additional address(es) where collateral may be located include, but are not limited to:

SEE EXHIBIT A

DEBTOR

Michael B Hickey, Partner
David R Little, Partner
Tryit Enterprises, a Texas Partnership

By: Michael B Hickey
David R Little

L J Cannariato
GENERAL ELECTRIC CREDIT CORPORATION
By: L J Cannariato
Signature of Secured Party

ADDITIONAL ADDRESSES WHERE COLLATERAL MAY BE LOCATED INCLUDE, BUT ARE NOT LIMITED TO:

4535 Fredericksburg Rd.
San Antonio, Tx 78201

835 45th Ave. N. East
Hilltop, MN 55421

Pennsylvania Shopping Center
1877 Street Rd.
Bensalem, Pa 19020

2113 Oregon Ave.
Philadelphia, Pa 19145

1500 Garrett Rd.
Upper Darby, Pa 19082

5362 Walzem Rd.
San Antonio, Tx 78218

6228 N. Kings Hwy.
Alexandria, Va 22303

1142-44 SW Military Dr.
San Antonio, Tx 78221

3124A Donnell Dr.
Forestville, Md 20747

5706 Richie Hwy.
Baltimore, Md 21225

1559 W. Larpenteur
St. Paul, MN 55113

1794 Merritt Blvd.
Baltimore, Md 21222

3007 Lyndal Ave.
Minneapolis, MN 55402

Langley Park Shopping Center
7982 New Hampshire Ave.
Langley Park, Md 20781

6112M Arlington Blvd.
Falls Church, Va 22044

712 N. Rolling Rd.
40 W. Shopping Center
Baltimore, Md 21228

Mailed to Secured Party

UCC-1 FINANCING STATEMENT

This Financing Statement is presented to Filing Officer for filing pursuant to the Uniform Commercial Code.

DEBTOR'S NAME AND ADDRESS:

Remco/West Trails II, Ltd.
580 Westlake Park Blvd., #1640
Houston, Tx 77079

SECURED PARTY'S NAME AND ADDRESS:

General Electric Credit Corporation
2323 North Central Expressway
Suite 160, L.B. 70
Richardson, Tx 75080

This Financing Statement covers the following types (or items) of property:

(a) All present and hereafter-acquired Inventory and the products and proceeds thereof, and any and all records pertaining thereto, said Inventory including, without limitation, raw materials, components, work-in-process, finished goods, packing and shipping materials, containers, goods held for sale, goods held for lease, goods for which the Borrower is Lessor, goods to be furnished under contracts of service, goods previously furnished under contracts of service, materials used or consumed in Borrower's business, and all personal property hereafter acquired by Borrower by way of substitution, replacement, return, repossession, or otherwise, for any of the foregoing, and all additions and accessions thereto, and all proceeds of every kind and character which shall include, but not be limited to, the proceeds arising from the rental or sale of the Inventory, as hereinabove defined, and all rights arising from any sales, consignment, or rental agreement which has arisen or may arise in the future in the regular or ordinary course of Borrower's business. The foregoing includes, but is not limited to, all goods wherever located and whether the same remain in Borrower's possession or in the possession of others pursuant to rental agreements with or without options to purchase.

(b) All accounts, accounts receivable, contract rights, documents, revolving charge accounts, deferred payment contracts, revolving credit agreements, retail installment sales contracts, chattel paper, instruments, and choses in action relative to the foregoing, in whatever form, in which Borrower now or hereafter has any interest and which are now or hereafter held, owned or acquired by Borrower, all whether secured or unsecured, now existing or hereafter arising, together with all of the instruments evidencing same, the receivables therefrom and the proceeds thereof, and all rights as to any merchandise, goods or other property which is represented thereby or is security or collateral therefor. The foregoing includes, but is not limited to, rental and/or lease contracts, agreements, or accounts wherever located pursuant to which Borrower rents with or without option to purchase the Inventory described above.

(c) All of Borrower's Equipment now owned or hereafter acquired, including but not limited to furniture, store fixtures, warehouse and/or office equipment or furnishings used in Borrower's operations and not held for sale.

(d) All general intangibles now owned or hereafter acquired, including but not limited to income tax refunds, copyrights, license rights, patent rights, trademarks, good will, and any franchise granted to Borrower by Remco and anyone else.

(e) All substitutions and replacements for and proceeds of the foregoing.

(f) All books and records, including without limitation, customer lists, computer programs, printouts and other material and records of Borrower pertaining to the foregoing.

Collateral covers and includes products, proceeds and after-acquired property and is security for future advances. All collateral is covered and included wherever located, now or in the future.

Additional address(es) where collateral may be located include, but are not limited to:

SEE EXHIBIT A

DEBTOR SIGNED BY OFFICERS OF WEST TRAILS CORPORATION, GENERAL PARTNER

Michael B Hickey, President
David R Little, Secretary
Remco/West Trails II, Ltd.

By:

Michael B Hickey
David R Little

L J Cannariato

GENERAL ELECTRIC CREDIT CORPORATION

By:

L J Cannariato
Signature of Secured Party

EXHIBIT A

300. 509 PAGE 78

ADDITIONAL ADDRESSES WHERE COLLATERAL MAY BE LOCATED INCLUDE, BUT ARE NOT LIMITED TO:

4535 Fredericksburg Rd.
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Hilltop, MN 55421

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Bensalem, Pa 19020

2113 Oregon Ave.
Philadelphia, Pa 19145

1500 Garrett Rd.
Upper Darby, Pa 19082

5362 Walzem Rd.
San Antonio, Tx 78218

6228 N. Kings Hwy.
Alexandria, Va 22303

1142-44 SW Military Dr.
San Antonio, Tx 78221

3124A Donnell Dr.
Forestville, Md 20747

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Baltimore, Md 21225

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St. Paul, MN 55113

1794 Merritt Blvd.
Baltimore, Md 21222

3007 Lyndal Ave.
Minneapolis, MN 55402

Langley Park Shopping Center
7982 New Hampshire Ave.
Langley Park, Md 20781

6112M Arlington Blvd.
Falls Church, Va 22044

712 N. Rolling Rd.
40 W. Shopping Center
Baltimore, Md 21228

Mailed to Secured Party

200075

UCC-1 FINANCING STATEMENT

509 PAGE 79

This Financing Statement is presented to Filing Officer for filing pursuant to the Uniform Commercial Code.

DEBTOR'S NAME AND ADDRESS:

SECURED PARTY'S NAME AND ADDRESS:

Remco/West Trails I, Ltd.
580 Westlake Park Blvd., #1640
Houston, Tx 77079

General Electric Credit Corporation
2323 North Central Expressway
Suite 160, L.B. 70
Richardson, Tx 75080



RECORD FEE 11.00
POSTAGE .50
FEB 26 1987

This Financing Statement covers the following types (or items) of property:

(a) All present and hereafter-acquired Inventory and the products and proceeds thereof, and any and all records pertaining thereto, said Inventory including, without limitation, raw materials, components, work-in-process, finished goods, packing and shipping materials, containers, goods held for sale, goods held for lease, goods for which the Borrower is lessor, goods to be furnished under contracts of service, goods previously furnished under contracts of service, materials used or consumed in Borrower's business, and all personal property hereafter acquired by Borrower by way of substitution, replacement, return, repossession, or otherwise, for any of the foregoing, and all additions and accessions thereto, and all proceeds of every kind and character which shall include, but not be limited to, the proceeds arising from the rental or sale of the Inventory, as hereinabove defined, and all rights arising from any sales, consignment, or rental agreement which has arisen or may arise in the future in the regular or ordinary course of Borrower's business. The foregoing includes, but is not limited to, all goods wherever located and whether the same remain in Borrower's possession or in the possession of others pursuant to rental agreements with or without options to purchase.

(b) All accounts, accounts receivable, contract rights, documents, revolving charge accounts, deferred payment contracts, revolving credit agreements, retail installment sales contracts, chattel paper, instruments, and choses in action relative to the foregoing, in whatever form, in which Borrower now or hereafter has any interest and which are now or hereafter held, owned or acquired by Borrower, all whether secured or unsecured, now existing or hereafter arising, together with all of the instruments evidencing same, the receivables therefrom and the proceeds thereof, and all rights as to any merchandise, goods or other property which is represented thereby or is security or collateral therefor. The foregoing includes, but is not limited to, rental and/or lease contracts, agreements, or accounts wherever located pursuant to which Borrower rents with or without option to purchase the Inventory described above.

(c) All of Borrower's Equipment now owned or hereafter acquired, including but not limited to furniture, store fixtures, warehouse and/or office equipment or furnishings used in Borrower's operations and not held for sale.

(d) All general intangibles now owned or hereafter acquired, including but not limited to income tax refunds, copyrights, license rights, patent rights, trademarks, good will, and any franchise granted to Borrower by Remco and anyone else.

(e) All substitutions and replacements for and proceeds of the foregoing.

(f) All books and records, including without limitation, customer lists, computer programs, printouts and other material and records of Borrower pertaining to the foregoing.

Collateral covers and includes products, proceeds and after-acquired property and is security for future advances. All collateral is covered and included wherever located, now or in the future.

RECORD FEE 1.00
FEB 26 1987

Additional address(es) where collateral may be located include, but are not limited to:

SEE EXHIBIT A

FEB 26 1987

DEBTOR SIGNED BY OFFICERS OF WEST TRAILS CORPORATION, GENERAL PARTNER

Michael B Hickey, President

David R Little, Secretary

Remco/West Trails I, Ltd.
By: Michael B Hickey
David R Little

L J Cannariato

GENERAL ELECTRIC CREDIT CORPORATION

By: L J Cannariato
Signature of Secured Party

ADDITIONAL ADDRESSES WHERE COLLATERAL MAY BE LOCATED INCLUDE, BUT ARE NOT LIMITED TO:

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Hilltop, MN 55421

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3124A Donnell Dr.
Forestville, Md 20747

5706 Ritchie Hwy.
Baltimore, Md 21225

1559 W. Larpenteur
St. Paul, MN 55113

1794 Merritt Blvd.
Baltimore, Md 21222

3007 Lyndal Ave.
Minneapolis, MN 55402

Langley Park Shopping Center
7982 New Hampshire Ave.
Langley Park, Md 20781

6112M Arlington Blvd.
Falls Church, Va 22044

712 N. Rolling Rd.
40 W. Shopping Center
Baltimore, Md 21228

Mailed to Secured Party

200076

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$ 10,000.00

1. Name of Debtor(s): Jiffy Maids, INC
Address: 2205 Defense Highway, Suite E
Crofton, MD 21114

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~209 Main St.~~ 209 Main St.
~~Silver Spring, MD 20910~~ Annapolis, MD 21401

3. This Financing Statement covers the following types (or items) of property: A. Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever. B. Inventory. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever. C. Accounts. All future ~~XXXXXX~~ accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 10.00
RECORD FEE 10.00
FEB 26 1987



Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s): Jiffy Maids, Inc.
By: *[Signature]*
James E. Christian, President

Secured Party: Mailed to Secured Party
FIRST AMERICAN BANK OF MARYLAND
By: *[Signature]*
David E. Klein, Asst. Vice-President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

17 76 50

STATE OF MARYLAND

206377

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name George's Welding Service, Inc.
Address 6027 Olson Road, Baltimore, Md. 21225

2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.
Address 1400 Joh Avenue, Baltimore, Md. 21227
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Md. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) _____

RECORD FEE 17.00
POSTAGE .50
454617 CITY HOL 110:05
FEB 26 87

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or In any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF SECURED PARTY:

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Md. 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real
estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to
be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

George's Welding Service, Inc.

George D. Menzel
(Signature of Debtor)

George D. Menzel Pres

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Equipment, Division of Secorp National,
Inc.

Dennis E. Levering
(Signature of Secured Party)

Dennis E. Levering

Type or Print Above Signature on Above Line

Executive Vice-President/Treasurer

17 56

State Equipment, **CONDITIONAL SALE CONTRACT NOTE**
TO: Division of Secorp National, Inc. FROM: George's Welding Service, Inc.
1400 Joh Avenue, Baltimore, Md. 21227 6027 Olson Road, Baltimore, Md. 21225

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) Used Dresser, Model 520B, Wheel Loader, S/N 511.	(1) TIME SALES PRICE	\$42,745.44
	(2) Less DOWN PAYMENT IN CASH	\$12,000.00
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	- 0 -
	(4) CONTRACT PRICE (Time Balance)	\$30,745.44

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 6027 Olson Road, Baltimore, Maryland 21225

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or enforsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty thousand seven hundred forty five and 44/100***** Dollars (\$ 30,745.44)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 19th day of February, 19 87, and continuing on the same date each month thereafter until paid: the first 47 installments each being in the amount of \$ 640.53 and the final installment being in the amount of \$ 640.53

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and enforce all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: JAN. 19 19 87

BUYER(S)-MAKERS(S):

Accepted State Equipment, Division of Secorp National, Inc. (SEAL)
(Print Name of Seller Here)

George's Welding Service, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature]
Executive Vice-President/Treasurer

By: [Signature]
Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

2

BOOK 509 PAGE 54

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing therein the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date _____, 19____ (SEAL) } Signature of Seller
By: _____ (Corporate, Partnership or Trade Name or Individual Signature)

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT", its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated January 19, 1987

between State Equipment, Division of Secorp National, Inc. as Seller-Lessor/Mortgagee and George's Welding Service, Inc., 6027 Olson Road, Baltimore, Md. 21225

(Name) (Address)
as Buyer-Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 30,745.44

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 19th day of January 19 87

State Equipment, Division of Secorp National, Inc. (SEAL)

(Seller-Lessor/Mortgagee)
By [Signature]
Executive Vice-President/Treasurer

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

CALSA

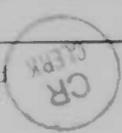
Mailed to Secured Party

BOOK 509 PAGE 86

266373

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) Filed Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es)	Secured Party Name and Address	
Neal, Willis E. 845 Harwood Road Harwood, Anne Arundel, MD 20776	The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093	
Assignee of Secured Party C.I.T. Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.		
One (1) 1987 Nissan CPC12BT Tractor S/N JNAPC22L3HGB41713		
<small>The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Pursuant to the provisions of the Maryland Code, Title 14, Subtitle 10, Section 10-105, the name of C.I.T. Corporation shall be changed to The CIT Group/Equipment Financing, Inc.</small>		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Willis E. Neal</u>	Secured Party <u>The CIT Group/ Equipment Financing, Inc.</u>	
By <u>Willis E. Neal</u> (Seal) Title _____	By <u>Diane Grossman</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	<u>Diane Grossman</u>	
Type or print name(s) of person(s) signing	Type or print name of person signing	
5 SA 989D		

RECORD FEE 11.00
 JUSTICE .50
 REASIS CIT 401 T10105
 FEB 26 87



1150

Mailed to Secured Party

200070

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 2/09/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Video Invasion
Address P.O. Box 429 - 1047 Lwr. Pindell Rd. Lothian, MD 20711

2. SECURED PARTY

Name State Sales & Service Corporation
Address 1160 Ambassador Road
Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1-VS Uni Kit #31806
- 1-Nintendo Play Choice Tem UZR \$1591

RECORD FEE 12.00
 POSTAGE .50
 104558 CTTI RI 110451
 FEB 26 87



CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Video Invasion
(Corporate or Trade Name)
[Signature]
(Signature of Debtor)

James W. Crosby, Owner
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

State Sales & Service Corporation
[Signature]
(Signature of Secured Party)
Stephen B. Koenigsberg, Exec. V.P.
Type or Print Above Signature on Above Line

12.50

Mailed to Secured Party

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251397

RECORDED IN LIBER 471 FOLIO 569 ON Mar 27 1984 (DATE)

1. DEBTOR

Name L. R. Willson & Sons, Inc.
Address 2098 General's Highway Annapolis, MD 21401

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>
<p>To Delete: One (1) 1973 Lima 700TC Crane S/N 3611-2 To Add: One (1) New Grove 150 ton Truck Crane S/N 66551</p>	

L. R. Willson & Sons, Inc.

By: Donald F. Willson VP

Mailed to Secured Party

Credit Alliance Corporation

Dated _____

[Signature]
(Signature of Secured Party)
Larry F Kimmel Asst. V.P.
Type or Print Above Name on Above Line

BOOK 509 PAGE 89
STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264203

RECORDED IN LIBER 503 FOLIO 476 ON 10-7-86 (DATE)

1. DEBTOR

Name George's Welding Service, Inc.
Address 6027 Olson Road, Baltimore, MD 21225

2. SECURED PARTY

Name State Equipment, Division of Secorp National, Inc.
Address 1400 Joh Avenue, Baltimore, MD 21227
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
One (1) Used Dresser Model 520B Wheel Loader, S/N 511		ASSIGNEE OF SECURED PARTY Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061

Mailed to Secured Party

State Equipment, Division of
Secorp National, Inc.

Dated _____

10/90

Dennis E. Levering
(Signature of Secured Party)
Dennis E. Levering
Type or Print Above Name on Above Line
Executive Vice-President/Treasurer

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

INTERNATIONAL MOTORS OF ANNAPOLIS, LTD.

Name or Names—Print or Type
 211 West Street Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

NCNB NATIONAL BANK OF NORTH CAROLINA

Name or Names—Print or Type
 2120 Pincroft Road Greensboro, North Carolina 27407
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property:

See Attachment

RECORD FEE 11.00
 POSTAGE .50
 454638 6777 001 111-25
 FEB 26 87

4. If above described personal property is to be affixed to real property, describe real property.



5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

INTERNATIONAL MOTORS OF ANNAPOLIS, LTD.

SECURED PARTY:

NCNB NATIONAL BANK OF NORTH CAROLINA

By: [Signature]

By: _____

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Patrick K. Cameron, Esq., Ober, Kaler, Grimes & Shriver
1600 Maryland National Bank Bldg., Baltimore, Maryland 21202

11-30

ATTACHMENT TO UCC-1

3. This Financing Statement covers the following property and all proceeds (cash and non-cash) thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. All of the Debtor's inventory both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted (including, without limitation, all present and future inventory of parts, supplies, equipment and accessories);

b. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account;

c. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, copyrights, trademarks and patents), both now owned and hereafter acquired;

d. All of the Debtor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper, and (iv) all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of the Debtor, together with all rights incident to such property and goods; and

e. Any and all reserves (cash and non-cash) both now existing and hereafter created which are held by the Secured Party for, on account, and for the benefit of the Debtor.

Mailed to Secured Party

200001

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 825,000.00* The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Maryland State with the filing of this statement and

5. Debtor(s) Name(s) Baltimore County with a filing dated 11-18-85.
 Address(es) see attached Schedule A
Medical Enterprise Development Co., Inc.
and Professional Management and Development
Group, Inc.

6. Secured Party Equitable Bank, National Association Address 100 S. Charles Street
 Attention Colleen Jurak Loan Documentation Baltimore, Maryland 21201

RECORD FEE 12.00
 POSTAGE .50
 454-575 CTR-01 11.3.03

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Medical Enterprise Development Co., Professional Management and Development
Group, Inc.
 By: G. Michael Foster (Seal) By: G. Michale Foster (Seal)
 G. Michael Foster, President G. Michale Foster, Secretary
 By: Kirk E. Larter (Seal) _____ (Seal)
 Kirk E. Larter, Vice President

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

*This represents an increase of \$585,000.00;
 tax has already been paid on \$490,000.00 with
 a previous filing.

Form 609 (2/82)

12/90

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

SCHEDULE A

BOOK 509 PAGE 93

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association and Medical Enterprise Development Co., Inc. and Professional Management and Development Group, Inc.

ADDRESSES:

Belvedere Health Center
5820 York Road
Baltimore, Maryland 21212

Severna Park Health Center
844 Ritchie Highway
Severna Park, Maryland 21146

Security Beltway Health Center
1708 White Head Road
Baltimore, Maryland 21207

BelAir Health Center
212 Bond Street
BelAir, Maryland 21014

1005 North Point Boulevard
Suite 729
Baltimore, Maryland 21224

500 North Point Road
Baltimore, Maryland 21237

Mailed to Secured Party

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd Fl.
BALTIMORE, MARYLAND 21201

026902

BOOK 509 PAGE 94

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hollerback & Andrews Equipment Co., Inc.

Address 8414 Washington Blvd. Jessup, MD 20794

RECORD FEE 17.00
POSTAGE .50
024575 0777 801 713:03

2. SECURED PARTY

Name Hollerback Equipment Co., Inc.

Address 8414 Washington Blvd. Jessup, MD 20794

FEB 26 87

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hollerback & Andrews Equipment Co., Inc.

T.R. Hollerback PRES.
(Signature of Debtor)

T.R. Hollerback Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Hollerback Equipment Co., Inc.

T.R. Hollerback PRES.
(Signature of Secured Party)

T.R. Hollerback Pres.

Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

TO: Hollerback Equipment Co., Inc. (Seller) FROM: Hollerback & Andrews Equipment Co., Inc. (Buyer)
8414 Washington Blvd. Jessup, MD 20794 8414 Washington Blvd. Jessup, MD 20794

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) New Schwing Truck mounted Concrete Boom Pump, Model BPL900HDRKVM28/24-125, S/N 170210912 (Pump) S/N 1671534 (Boom) mounted on a 1986 International Truck Model 1954, S/N 1HTLKUGR4GHA47455

(1) TIME SALES PRICE \$ 225,302.40
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 225,302.40

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8414 Washington Blvd. Jessup, MD 20794

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Two hundred twenty five thousand three hundred two and 40/100**** Dollars (\$ 225,302.40)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 6th day of March, 19 87, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 3,755.04 and the final installment being in the amount of \$ 3,755.04

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and part of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: February 6, 19 87

BUYER(S)-MAKERS(S):

Accepted Hollerback Equipment Co., Inc. (SEAL) (Print Name of Seller Here)

Hollerback & Andrews Equipment Co., Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: T.R. Hollerback PRES

By: T.R. Hollerback PRES, Co-Buyer-Maker:

(Witness as to Buyer's and Co-Maker's Signature)

(SEAL) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York. Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall be governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser)	(L.S.)		(Guarantor-Endorser)	(L.S.)
(Guarantor-Endorser)	(L.S.)		(Guarantor-Endorser)	(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable hereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer herein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____ 19____ (SEAL) }
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature
 By: _____ } of
 _____ } Seller

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated February 9, 1957

between Hollerbach Equipment Co., Inc. as Seller-Lessor-Mortgagee and Hollerbach & Andrews Equipment Co., Inc. 5416 Washington Blvd. Jessup, MD 20794 (Name) (Address)

as Buyer-Lessee-Mortgagee (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title loan, creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unexpired installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 215,302.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of February 19 67

Hollerbach Equipment Co., Inc. (SEAL)
By T.R. Hollerbach Pres

(If corporation, print in full exact corporate name, have authorized officer sign, stamp his title, and attach corporate seal. If partnership, print in type exact firm name and have one or more partners sign.)

CA 15A

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264228

RECORDED IN LIBER 503 FOLIO 323 ON 9-30-86 (DATE)

1. DEBTOR

Name Corman Construction Co., Inc.

Address PO Box 160, Jessup, MD 20794 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

One (1) Dresser Model A500 Motor Grader SN 11441 (Rental)

RECORD FEE 10.00
FUTURE .50
154671 11 21 110102
FEB 26 87

1052

State Eq., Div. Secorp National, Inc.

Dated February 6, 1987

Joan M. Pressimone
(Signature of Secured Party)

Joan M. Pressimone, Br. Sec.
Type or Print Above Name on Above Line

Mailed to Secured Party

BOOK 509 PAGE 99

200002

Form 30-5 Rev.

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets presented

Maturity Date (Optional)

1. Debtor(s) (Last Name First) and Address(es):
Chesapeake Investors, Ltd.
a California limited partnership
1764 San Diego Avenue
San Diego, CA 92110

2. Secured Party(ies) Name(s) and Address(es):
Compugas, Inc.
4520 South 36 Street
Omaha, NE 68107

3. For Filing Officer: Time, Date No., Filing Office

RECORD FEE 11.00
POSTAGE .50
404100 0377 H01 114124
FEB 26 87

5. The Financing Statement Covers the Following Types (or Items) of Property:

Compugas System, including but not limited to, monitoring and measuring devices and appurtenances thereto.

Proceeds

Products of the Collateral are Also Covered

To be Recorded in Real Estate Mortgage Records

7. Description of Real Estate: The 16.4016 acres, with right-away 60' X 330' as amended in Section 1, Hidden Village, Millersville, as surveyed and platted in AnneArundel County, Maryland.

8. Name(s) of Record Owner(s):

Chesapeake Investors, Ltd., a California limited partnership

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state, or
- which is proceeds of the following described original collateral which was perfected:

By Michael B. Smith
Signature(s) of Debtor(s)
Executive Vice President

By [Signature]
Signature of Secured Party
Compugas, Inc. Pres.

(1) Filing Officer Copy

Mailed to Secured Party

BOOK 509 PAGE 100 206000

9/22/86

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
APPROVED FOR USE IN NORTH CAROLINA AND THE FOLLOWING STATES

UCC 1

- Alabama
- Arkansas
- California
- Colorado
- Connecticut
- Delaware
- Florida
- Hawaii
- Idaho
- Indiana
- Kansas
- Kentucky
- Maine
- Maryland
- Massachusetts
- Mississippi
- Minnesota
- Montana
- Nebraska
- Nevada
- New Hampshire
- New Jersey
- New Mexico
- North Dakota
- Ohio
- Oklahoma
- South Carolina
- Tennessee
- Vermont
- Virginia
- West Virginia
- Wisconsin
- Wyoming
- District of Columbia

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

Nothing herein, nor the execution of filing of this financing statement shall be interpreted as acknowledging that this transaction is subject to the "Uniform Commercial Code".

(1) Debtor(s) (Last Name First) and Address(es)

Horizon Builders, Inc.
1320 Defense Highway
Gambrills, Maryland 21054

(2) Secured Party(ies) (Name(s) and Address(es))

Anchor Financial Corp.
205 Bishops Way
Brookfield, Wisconsin 53005

Reg. needs

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered.
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address

(5) This Financing Statement Covers the Following types (or items) of property:
1 ~~0700 digitizer takeoff and estimating system~~
1 Cursor, 1 NEC multisync monitor s/n 68C06889U
2 PC Computers Wells am model 300 at compatible s/n S36N034B, 1 SAM 3001
2 Okidata Printers ML293 s/n 605A0019717, s/n 605AB017648

1 Numonics system s/n 1070186

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Horizon Builders, Inc.

(By) Joe Bohm Treasurer
Standard Form Approved by states shown above.
Joe Bohm, Treasurer

Anchor Financial Corp.

(By) Bill Olson President
Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See. G.S. 25-9-402 (2)

UCC-1

RECORD FEE 11.00
POSTAGE .50
\$54101 0777 101 114:25



FEB 26 87

Mailed to Secured Party

BOOK 509 PAGE 101

200383

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented **1**

The Debtor is a transmitting utility.

1 Debtor(s) (Last Name First) and Address(es):

Eastern Waste Industries, Inc.
1851 McGuckian Street
P.O. Box 6606
Annapolis, MD 21401-0606

2 Secured Party(ies) Name(s) and Address(es):

Blosenski Disposal Company, Inc.
Chestnut Tree Road
P.O. Box 626
Honey Brook, PA 19344

4 For Filing Officer: Date Time No. Filing Office

RECORD FEE 11.00
POSTAGE .50
#54100 0777 AM 11:27
FEB 26 '87

5 This Financing Statement covers the following types (or items) of property:

Motor Vehicles listed on Attachment "A" attached hereto.

6 Assignee(s) of Secured Party and Address(es):



Products of the Collateral are also covered.

7 The described crops are growing or to be grown on.*
 The described goods are or are to be affixed to.*
 The lumber to be cut or minerals or the like (including oil and gas) is on.*
*(Describe Real Estate in Item 8.)

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

(1) FILING OFFICER COPY - NUMERICAL

Eastern Waste Industries, Inc.

Blosenski Disposal Company, Inc.

By John M. Speake, Pres.
Signature(s) of Debtor(s)

By _____
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(3-83)

ATTACHMENT "A"

BOOK 509 PAGE 102

Uniform Commercial Code
Financing Statement
Form UCC-1

Debtor: EASTERN WASTE INDUSTRIES, INC.

Secured Party: BLOSENSKI DISPOSAL COMPANY, INC.

<u>Vehicle</u>	<u>Vehicle Identification Number</u>
1984 Mack Truck	1M2P137CXEA011257
1981 Mack Truck	1M2P131C9BA009598
1985 Mack Truck	1M2P138C7F012222
1985 Mack Truck	1M2P138CFA012225
1984 Mack Truck	1M2P138COEA011217
1986 Mack Truck	1M2P137C9GA014315
1979 Mack Truck	DM68655198
1983 Mack Truck	1M2K127C2EM006359
1986 Mack Truck	1M2K130AOGM002295
1986 Mack Truck	1M2K130COGM002492
1984 Mack Truck	1M2K13046EM001775
1985 Mack Truck	1M1B126C3FA01161

Mailed to Secured Party

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Hutzler Brothers Company
Executive Offices
212 North Howard Street
Baltimore, Maryland 21201

2. Secured Party(ies) and address(es)

Baltimore County, Maryland
Old Court House
Towson, Maryland 21204

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 1.00
POSTAGE .50
REGISTRATION FEE 1.00
RECORD FEE 1.00
FEB 26 87

4. This statement refers to original Financing Statement bearing File No. 234273 Folio 153
Filed with Anne Arundel County Date Filed September 9 1980

Liber 429

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. ASSIGNEE: Hutzler Brothers Company
Executive Offices
200 North Howard Street
Baltimore, Maryland 21201

REGISTRATION FEE 1.00
FEB 26 87

No. of additional Sheets presented:

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

MARYLAND NATIONAL BANK
By: James N. Reddish, Vice President
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

BOOK 509 PAGE 104

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Baltimore County, Maryland Old Court House Towson, Maryland 21204	2. Secured Party(ies) and address(es) Maryland National Bank 10 Light Street Baltimore, Maryland 21202	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORDED SEE 10.00 POSTAGE 50 #54708 CITT RO1 11443
---	---	--

4. This statement refers to original Financing Statement bearing File No 234274 Page 155
 Filed with Anne Arundel County Date Filed September 9 180
 Liber 429

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. ASSIGNEE: Hutzler Brothers Company
 Executive Offices
 200 North Howard Street
 Baltimore, Maryland 21201

No. of additional Sheets presented: _____

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical

MARYLAND NATIONAL BANK
 By: James N. Reddish, Vice President
 Signature(s) of Secured Party(ies)

STANDARD FORM FORM UCC-3

Mailed to Secured Party

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1061
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1061
 Attention: Thomas D. O'Brien
(Type name & title)

RECORD FEE
 13.00
 -50
 114147
 FEB 25 87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, acquired, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.
9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Jenkins Marine Motor Sales, Inc.
 By: James H. Egan (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1350

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>	
Beretta Success	CC	MHP23306K687	\$6475.50
"	Supersport	MHP23319K687	\$6295.50
"	Supersport	MHP23326L687	\$6295.50
"	Special	MHP23321K687	\$4855.50
"	"	MHP23327L687	\$4855.50
"	"	MHP23309K687	\$4855.50

Mailed to Secured Party



9

BOOK 509 PAGE 107

206383

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) Spencer, Henson Jr. Excavating Co., Inc. 313 Marley Neck Road Glen Burnie, Md. 21061	2 Secured Party(ies) and Address(es) Motorola C & E P.O. Box 8788 BWI Airport, Md. 21240	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 8:41:50 AM FEB 26 1987 5 Assignee(s) of Secured Party and Address(es) Associates Capital Services 7240 Parkway Drive Suite 140 Hanover, Md. 21076
4 This financing statement covers the following types (or items) of property: All Motorola Communications Equipment and inventory owned or hereafter acquired by the debtor. NOT SUBJECT TO RECORDATION TAX.		

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with:

Henson Spencer, Jr. Excavating Co., Inc.	Motorola C & E, Inc.
<i>Henson Spencer Jr</i>	<i>Lise Mangerie</i>
Henson Spencer Jr Signature(s) of Debtor(s) Owner	Lise Mangerie Signature(s) of Secured Party(ies) Lease Analyst

Filing Officer Copy-Alphabetical

603469 Rev 12-80

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 243741 recorded in Liber 452, page 461, on August 11, 1982 at Anne Arundel County, Maryland.

1. DEBTOR(S):

Name ANNE ARUNDEL COUNTY, MARYLAND

Address Arundel Center; Annapolis, MD 21401; Att.: R. Strott
Director of Administration

2. SECURED PARTY:

Name MARYLAND NATIONAL BANK, SUCCESSOR IN INTEREST TO BANK OF
OF MARYLAND

Address 10 Light Street; Mailstop: 022901; Baltimore, MD 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Records has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required).

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

SECURED PARTY

MARYLAND NATIONAL BANK
 By: Cynthia L. Travis
Cynthia L. Travis
Loan Workout Officer
 (Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable) Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

10/40

Mailed to Secured Party

LAW OFFICES
 MICHAELSON & NEWELL, P.A.
 215 MAIN STREET
 P.O. BOX 11
 ANNAPOLIS, MD 21404

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

9060
300 509 PAGE 109

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 243740 recorded in Liber 452, page 454, on August 11, 1982 at Anne Arundel County, Maryland.

1. DEBTOR(S):

Name(s) ROGER R. & MARILYN H. RAMSEY; RAMSEY, INC.

Address(es) c/o Berlitz Marine; Deale, MD 20751

2. SECURED PARTY:

Name ANNE ARUNDEL COUNTY, MARYLAND

Address Arundel Center; Annapolis, MD 21401; Att.: R. Strott
Director of Administration

3. ASSIGNEE:

Name MARYLAND NATIONAL BANK, SUCCESSOR IN INTEREST TO BANK OF
OF MARYLAND

Address 10 Light Street; Mailstop: 022901; Baltimore, MD 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.
4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ASSIGNMENT. The Secured Party of Records has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as all the collateral described therein or such part thereof as is described in Item 8 below.
6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required).
7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

DEBTOR(S)

(Necessary only if Item 6 is applicable) Type name of each signature and if Company, type name of Company and Name and Title of Authorized Signer.

SECURED PARTY

Mailed to Secured Party

MARYLAND NATIONAL BANK

By: Cynthia L. Travis

Cynthia L. Travis

Loan Workout Officer

(Type, Name and Title)

120
D
LAW OFFICES
MICHAELSON & NEWELL, P.A.
215 MAIN STREET
P.O. BOX 11
ANNAPOLIS, MD 21404

BOOK

509 PAGES 110

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. #4914

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Title Management Group
Address 92 Franklin Street, Annapolis, Maryland 21404

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) March 6, 1990

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Adler Royal 220 Copier Serial Number DQ37102020
One (1) Adler Royal Automatic Document Feed Serial Number DQ040587
One (1) Adler Royal Copier Stand

RECORD FEE 11.00
FILING 50
Name and address of Assignee
51119 LITTON TLE 33
FEB 26 87
CR
CLERK

CONDITIONAL SALES CONTRACT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Title Management Group

Mailed to Secured Party

Signature of Debtor

E. Libby Ramsbottom/Partner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

Signature of Secured Party

Carole R. Hardesty

Type or Print Above Signature on Above Line

11 00
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 2/2/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rehabilitation Association of Maryland, Inc.
Address Crofton Professional Bldg. 1667 Crofton Center #6 Crofton, Maryland 21114

2. SECURED PARTY

Name Contel Credit Cop
Address 245 Perimeter Center Pkwy Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"Not Subject To Tax"

Equity III Key Service Unit and Component parts

Name and address of Assignee	
RECORD FEE	11.00
POSTAGE	.50
20791 CROFTON TIA 24	
FEB 26 87	



CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

Rehabilitation Association of Maryland, Inc.

BETTE STEVENS
(Signature of Debtor)

X Bette Stevens
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lee Thompson
(Signature of Secured Party)

Lee THOMPSON
Type or Print Above Signature on Above Line

11-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200385

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated November 25, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bruffey Contracting Co., Inc.

Address 10660 Guilford Ave Annapolis Junction, MD 20701

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION

Address 245 Perimeter Center Parkway Atlanta, GA 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Contel Cado Computer System

NOT SUBJECT TO TAX



0110765-100

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Robert C. Bruffey, Inc.
(Signature of Debtor)

Robert C. Bruffey
Type or Print Above Name on Above Line
Bruffey Contracting Company, Inc.

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

(Signature of Secured Party)
Type or Print Above Signature on Above Line

11-80

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ n/a

If this statement is to be recorded in land records check here.

This financing statement Dated 20 February 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rock Nicholson Landscape, Inc.
Address 6420 Solomons Island Road, Tracy's Landing, Maryland 20779

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All Inventory, Equipment, Accounts, and other Rights to Payment, and General Intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash and non-cash) of such Inventory, Equipment, Accounts and other Rights to Payment, and General Intangibles.

RECORD FEE 11.00
POSTAGE .50
M19899 0055 R02 108:51
FEB 27 87



CHECK [X] THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Rock Nicholson Landscape, Inc.

Rock Nicholson, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

Lee M. Donovan, President

(Signature of Secured Party)

Lee M. Donovan, President

Type or Print Above Signature on Above Line

1100
TD

FINANCING STATEMENT FORM UCC-1

Identifying File No. 206087

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rhode River Marina, Inc.
Address 3932 Germantown Rd., Edgewater, MD 21037 & 6332 Richmond Hwy., Alexandria VA 22306

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address P.O. Box 3190, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment and accessories whether attached to the boats or boat trailers or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, recoveries, exchanges, substitutions, replacements, attachments, parts, accessories and accessories thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise).

Not subject to recordation tax. CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Rhode River Marina, Inc.
Brian A. Conner Pres
(Signature of Debtor)

Brian A. Conner / Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Borg-Warner Acceptance Corporation

James N. Merker
(Signature of Secured Party)

James N. Merker / District Control Mnger
Type or Print Above Signature on Above Line



RECORD FEE 11.00
POSTAGE 1.50
TOTAL 12.50
FEB 27 87

BOOK

509 PAGE 115

STATE OF MARYLAND

286393

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Full Tilt Marine, Inc.

Address 3932 Germantown Road, Edgewater, MD 21037 & 6332 Richmond Hwy, Alexandria, VA 22306

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address P.O. Box 3190, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment and accessories whether attached to the boats or boat trailers or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessories thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise).

Not subject to recordation tax. CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Full Tilt Marine, Inc.
Randal Deatherage, Pres.
(Signature of Debtor)
Randal Deatherage / Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Borg-Warner Acceptance Corporation

James N. Merker
(Signature of Secured Party)

James N. Merker / District Control Mnger
Type or Print Above Signature on Above Line



MONY FEE 11.00
POSTAGE .50
SEARCHES 0345 101 113:38

7/27 87

STATE OF MARYLAND

800 509 PAGE 116

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255472

RECORDED IN LIBER 482 FOLIO 212 ON February 1, 1985 (DATE)

1. DEBTOR

Name Bercon Packaging Inc.

Address 8304 Sherwick Court, Jessup, Maryland

2. SECURED PARTY

Name Security Pacific Business Credit Inc.

Address 1100 Superior Avenue, Suite 1418, Cleveland, Ohio 44114

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) (SEE BELOW)</p>
<p>The name of Debtor has been changed to W.H.B. Acquisition Corp., by way of merger of Bercon Packaging Inc. with and into W.H.B. Acquisition Corp. Debtor may continue to operate its business as "Bercon Packaging Division" or under "Bercon Packaging" tradename.</p>	

W.H.B. ACQUISITION CORP.

BY W.H. Brune, President

Dated February 7, 1987

Mailed to Secured Party

SECURITY PACIFIC BUSINESS CREDIT INC.

B. J. [Signature]
(Signature of Secured Party)

BRIAN J. TODD
Type or Print Above Name on Above Line

10.00
10.00
A109728 1009

STATE OF MARYLAND BOOK 509 PAGE 117 206300
 FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. _____

If this statement is to be recorded in land records check here.

This financing statement Dated February 7, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name W.H.B. Acquisition Corp., d.b.a. Bercon Packaging
 Address 8304 Sherwick Court, Jessup, Maryland

2. SECURED PARTY

Name Security Pacific Business Credit Inc.
 Address 1100 Superior Avenue, Suite 1418, Cleveland, Ohio 44114

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A
4. This financing statement covers the following types (or items) of property: (list)
See Exhibit A attached hereto and made a part hereof.

CR
 RECORD FEE 12.00
 POSTAGE 50
 103012 1345 401 108:23
 MAR 2 1987

"Not Subject to Recordation tax"

A1097187

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

W.H.B. ACQUISITION CORP.

W.H. Binnie, President
 (Signature of Debtor)

W. H. BINNIE, PRESIDENT
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

SECURITY PACIFIC BUSINESS CREDIT INC.

Bryan J. Toth, Vice President
 (Signature of Secured Party)

BRYAN J. TOTH
 Type or Print Above Signature on Above Line

EXHIBIT A

1. Collateral. All of Debtor's Equipment, General Intangibles, Inventory and Receivables (whether now owned or hereafter acquired) and all proceeds, including, without limitation, proceeds of any insurance policies, and products of all such Receivables, Equipment and Inventory and books and records relating to any of the foregoing.

2. Equipment. The term "Equipment" as used in Section 1 of this Exhibit A shall mean all of Debtor's now owned or hereafter acquired equipment and fixtures, wherever located, including, without limitation, office machines, tools, dies, furniture, machinery, vehicles and trade fixtures, together with any and all accessions, parts and appurtenances thereto, substitutions therefor and replacements thereof.

3. General Intangibles. The term "General Intangibles" as used in Section 1 of this Exhibit A shall mean all of Debtor's now owned and hereafter acquired choses in action, causes of action and all other intangible personal property of every kind and nature (other than Receivables), including, without limitation, business records, inventions, designs, patents, patent applications, trademarks, trademark applications, tradenames, trade secrets, goodwill, registration, copyrights, licenses, franchises, customer lists, tax refunds, tax refund claims, rights and claims against carriers and shippers, insurance proceeds and rights to indemnification.

4. Inventory. The term "Inventory" as used in Section 1 of this Exhibit A shall mean all of Debtor's now owned or hereafter acquired goods, merchandise and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them.

5. Receivables. The term "Receivables" as used in Section 1 of this Exhibit A shall mean all of Debtor's now owned or hereafter acquired accounts (whether or not earned by performance), proceeds of any letters of credit naming Debtor as beneficiary, contract rights, chattel paper, instruments, documents, insurance proceeds, all other forms of obligations owing to Debtor, all guarantees and other security therefor, all merchandise returned to or repossessed by Debtor, and all rights of stoppage in transit and all other rights or remedies of an unpaid vendor, lienor or secured party.

Debtor's Initials: BS

Mailed to Secured Party

PRINT OR TYPE ALL INFORMATION

BOOK 509 PAGE 120

IF THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES (X) NAME OF RECORD OWNER Henry E. HOPKINS and Stella A. HOPKINS, his wife

Anne Arundel County Chattel Records

206302

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Henry E. Hopkins
Stella A. Hopkins
9817 Good Luck Road
Seabrook, Maryland 20706

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party
Ameribanc Savings Bank
7630 Little River Turnpike
Annandale, Virginia 22003
P.O. Box 1020

Name & address of Assignee



Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

See Exhibit A

RECORD FEE 18.00
POSTAGE .50

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable: Lot 9, Kings Retreat, Plat 4, Anne Arundel County, Maryland, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 87, folio 7.

#20151 0055 R02 T10:05
MAR 2 87

Henry E. Hopkins 2/26/1987
Henry E. Hopkins DATE
Stella A. Hopkins 2/26/1987
Stella A. Hopkins Date

AMERIBANC SAVINGS BANK
By: Daniel R. Goodwin 2/25/87
Daniel R. Goodwin, Vice President DATE

180/50

EXHIBIT A

This Financing Statement covers the following types or items of property located on the land described in Exhibit B attached hereto (the "Land") or at the improvements constructed or to be constructed thereon (the "Improvements"):

- (i) all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof (collectively, the "Personalty"), now or at any time hereafter owned by the Debtor and now or hereafter attached to, contained in or used in connection with the Land and Improvements or placed on any part thereof, though not attached thereto. Without limiting the generality of the foregoing, this Financing Statement covers all of the Debtor's present and future "fixtures," "equipment," "general intangibles," "contract rights" and "accounts receivable" (as said quoted terms are defined in or encompassed by the Uniform Commercial Code of the State wherein the Land is located;
- (ii) all leases, lettings and licenses of the Land, Improvements and Personalty or any part thereof (collectively, the "Leases") now or hereafter entered into and all right, title and interest of the Debtor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect the income, rents, issues and profits payable thereunder;
- (iii) all unearned premiums accruing under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the Land, Improvements and Personalty or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Land, Improvements and Personalty by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise of all of any part of the Land, Improvements or Personalty, including awards for any change of grade of street;
- (iv) all right, title and interest of the Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Land, Improvements and Personalty, hereafter acquired by or released to the Debtor or constructed, assembled or placed by the Debtor on the Land or Improvements, and all conversions of the security constituting thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be;
- (v) all deposits held by the Secured Party pursuant to the Deed of Trust hereinafter described for use in the payment of real property taxes, insurance premiums or other charges due in connection with the Land, Improvements and Personalty;

(vi) all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, rendering, profiles, studies, shop drawings, reports, plat, surveys and the like, and all building permits, certificates of occupancy and the like, and all guaranties and warranties relating to the Land, Improvements and Personalty or appurtenant facilities erected or to be erected;

(vii) all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all agreements now or hereafter entered into in connection with the construction, use and operation of the Land, Improvements and Personalty or any part thereof, including, without limitation, architect's agreements, construction contracts and subcontracts, liquor licenses, hotel management and operating agreements, and restaurant licenses, if any;

(viii) all of Debtor's rights to any fictitious, trade or other names used in connection with the Land, Improvements or Personalty or the business conducted by Debtor thereon; and

(ix) a security interest in the proceeds of any disposition of all or any of the property described above to the full extent that such security interest is provided for or permissible under the laws of the State in which the Land is located.

* * * * *

This Financing Statement publicizes a Deed of Trust, Assignment of Rents and Security Agreements of even date herewith made by Debtor for the benefit of Secured Party and recorded among the land records of the county in which the Land and Improvements are located.

STATE OF ~~VIRGINIA~~ Maryland

~~CITY~~/COUNTY OF Baltimore, to-wit:

The foregoing Financing Statement was acknowledged before me this 26th day of February, 1987, by Henry E. Hopkins and Stella A. Hopkins in the ~~City~~/County and State aforesaid.

Sheryl L. Boling
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 1, 1990

Sheryl L. Boling

STATE OF VIRGINIA

~~CITY~~/COUNTY OF FAIRFAX, to-wit:

The foregoing Financing Statement was acknowledged before me this 25th day of February, 1987, by Daniel R. Goodwin as Vice President of AMERIBANC SAVINGS BANK (formerly known as First American Savings and Loan Association).

Ann Rae Nelson
NOTARY PUBLIC

My Commission Expires:

8-21-89

Mailed to Secured Party

Mail To: Secured Party

STATE OF MARYLAND
BOOK 509 PAGE 117 206350
FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. _____

If this statement is to be recorded in land records check here.

This financing statement Dated February 7, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name W.H.B. Acquisition Corp., d.b.a. Bercon Packaging
Address 8304 Sherwick Court, Jessup, Maryland

2. SECURED PARTY

Name Security Pacific Business Credit Inc.
Address 1100 Superior Avenue, Suite 1418, Cleveland, Ohio 44114

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and made a part hereof.

"Not Subject to Recordation tax"

OR
RECORD
RECORD FEE 12.00
POSTAGE 50
135172 0340 001 10:23

MAR 7 1987

A1097107

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

W.H.B. ACQUISITION CORP.

W.H. Binnie, President
(Signature of Debtor)

W. H. BINNIE, PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SECURITY PACIFIC BUSINESS CREDIT INC.

Bryan J. Tom
(Signature of Secured Party)

BRYAN J. TOM
Type or Print Above Signature on Above Line

EXHIBIT A

1. Collateral. All of Debtor's Equipment, General Intangibles, Inventory and Receivables (whether now owned or hereafter acquired) and all proceeds, including, without limitation, proceeds of any insurance policies, and products of all such Receivables, Equipment and Inventory and books and records relating to any of the foregoing.

2. Equipment. The term "Equipment" as used in Section 1 of this Exhibit A shall mean all of Debtor's now owned or hereafter acquired equipment and fixtures, wherever located, including, without limitation, office machines, tools, dies, furniture, machinery, vehicles and trade fixtures, together with any and all accessions, parts and appurtenances thereto, substitutions therefor and replacements thereof.

3. General Intangibles. The term "General Intangibles" as used in Section 1 of this Exhibit A shall mean all of Debtor's now owned and hereafter acquired choses in action, causes of action and all other intangible personal property of every kind and nature (other than Receivables), including, without limitation, business records, inventions, designs, patents, patent applications, trademarks, trademark applications, tradenames, trade secrets, goodwill, registration, copyrights, licenses, franchises, customer lists, tax refunds, tax refund claims, rights and claims against carriers and shippers, insurance proceeds and rights to indemnification.

4. Inventory. The term "Inventory" as used in Section 1 of this Exhibit A shall mean all of Debtor's now owned or hereafter acquired goods, merchandise and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them.

5. Receivables. The term "Receivables" as used in Section 1 of this Exhibit A shall mean all of Debtor's now owned or hereafter acquired accounts (whether or not earned by performance), proceeds of any letters of credit naming Debtor as beneficiary, contract rights, chattel paper, instruments, documents, insurance proceeds, all other forms of obligations owing to Debtor, all guarantees and other security therefor, all merchandise returned to or repossessed by Debtor, and all rights of stoppage in transit and all other rights or remedies of an unpaid vendor, lienor or secured party.

Debtor's Initials: RB

Mailed to Secured Party

FINANCING STATEMENT

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

<input type="checkbox"/> FINANCING STATEMENT	<input type="checkbox"/> CONTINUATION STATEMENT THE ORIGINAL STATEMENT IS STILL EFFECTIVE
DEBTOR	SECURED PARTY
NAME Paul Cogswell ADDRESS 7431 Ritchie Hwy. Glen Burnie, MD 21061	MOBIL OIL CORPORATION P.O. BOX 839 VALLEY FORGE, PA. 19482

RECORD FEE 11.00
 POSTAGE .50
 #20115 1040 R02 109:06
 MAR 2 87

This Financing Statement covers the following types (or items) of property:

A security interest, in all equipment, accounts receivables, inventory and equipment now owned or hereafter acquired by Debtor including but not limited to motor fuel, motor oil, greases, tires, batteries, automotive accessories and specialties, mechanics tools and automotive diagnostic or repair equipment, hereinafter collectively or severally referred to as collateral including the proceeds thereof.



Proceeds of the collateral are also covered.

"COLLATERAL NOT SUBJECT TO RECORDATION TAX."

DATE OF MATURITY	SIGNATURE OF SECURED PARTY
SIGNATURE OF DEBTOR	MOBIL OIL CORPORATION
<i>Paul Cogswell</i>	<i>[Signature]</i>
DATE 9/16/86	By TITLE A & C Manager
	DATE 11/19/86

FOR FILING OFFICER: DATE, TIME, FILE NO.

ORIGINAL TO FILING OFFICER TWO COPIES TO MOBIL COPY TO DEBTOR	PLEASE RETURN FILING RECEIPT TO: MOBIL OIL CORP. P.O. BOX 927 PHILA., PA. 19105
---	--

Mailed to Secured Party

11/86

PRINT OR TYPE ALL INFORMATION

BOOK 509 PAGE 120

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES (X) NAME OF RECORD OWNER Henry E. HOPKINS and Stella A. HOPKINS, his wife

Anne Arundel County Chattel Records

206392

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Henry E. Hopkins
Stella A. Hopkins
9817 Good Luck Road
Seabrook, Maryland 20706

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Ameribanc Savings Bank
7630 Little River Turnpike
Annandale, Virginia 22003
P.O. Box 1020

Name & address of Assignee



Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

See Exhibit A

RECORD FEE 18.00
POSTAGE .50

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable: Lot 9, Kings Retreat, Plat 4, Anne Arundel County, Maryland, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 87, folio 7.

#20151 0055 R02 T10:05
MAR 2 87

Henry E. Hopkins 2/26/1987
Henry E. Hopkins DATE

Stella A. Hopkins 2/26/1987
Stella A. Hopkins Date

AMERIBANC SAVINGS BANK

By: Daniel R. Goodwin 2/25/87
Daniel R. Goodwin, Vice President DATE

180/50

EXHIBIT A

This Financing Statement covers the following types or items of property located on the land described in Exhibit B attached hereto (the "Land") or at the improvements constructed or to be constructed thereon (the "Improvements"):

(i) all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof (collectively, the "Personalty"), now or at any time hereafter owned by the Debtor and now or hereafter attached to, contained in or used in connection with the Land and Improvements or placed on any part thereof, though not attached thereto. Without limiting the generality of the foregoing, this Financing Statement covers all of the Debtor's present and future "fixtures," "equipment," "general intangibles," "contract rights" and "accounts receivable" (as said quoted terms are defined in or encompassed by the Uniform Commercial Code of the State wherein the Land is located;

(ii) all leases, lettings and licenses of the Land, Improvements and Personalty or any part thereof (collectively, the "Leases") now or hereafter entered into and all right, title and interest of the Debtor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect the income, rents, issues and profits payable thereunder;

(iii) all unearned premiums accruing under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the Land, Improvements and Personalty or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Land, Improvements and Personalty by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise of all of any part of the Land, Improvements or Personalty, including awards for any change of grade of street;

(iv) all right, title and interest of the Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Land, Improvements and Personalty, hereafter acquired by or released to the Debtor or constructed, assembled or placed by the Debtor on the Land or Improvements, and all conversions of the security constituting thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be;

(v) all deposits held by the Secured Party pursuant to the Deed of Trust hereinafter described for use in the payment of real property taxes, insurance premiums or other charges due in connection with the Land, Improvements and Personalty;

(vi) all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all architectural, engineering and similar plans, specifications, drawings, rendering, profiles, studies, shop drawings, reports, plat, surveys and the like, and all building permits, certificates of occupancy and the like, and all guaranties and warranties relating to the Land, Improvements and Personalty or appurtenant facilities erected or to be erected;

(vii) all of the right, title, interest, estate, claim or demand of Debtor, either at law or in equity, in and to all agreements now or hereafter entered into in connection with the construction, use and operation of the Land, Improvements and Personalty or any part thereof, including, without limitation, architect's agreements, construction contracts and subcontracts, liquor licenses, hotel management and operating agreements, and restaurant licenses, if any;

(viii) all of Debtor's rights to any fictitious, trade or other names used in connection with the Land, Improvements or Personalty or the business conducted by Debtor thereon; and

(ix) a security interest in the proceeds of any disposition of all or any of the property described above to the full extent that such security interest is provided for or permissible under the laws of the State in which the Land is located.

* * * * *

This Financing Statement publicizes a Deed of Trust, Assignment of Rents and Security Agreements of even date herewith made by Debtor for the benefit of Secured Party and recorded among the land records of the county in which the Land and Improvements are located.

STATE OF VIRGINIA Maryland

~~CITY~~/COUNTY OF Baltimore, to-wit:

The foregoing Financing Statement was acknowledged before me this 26th day of February, 1987, by Henry E. Hopkins and Stella A. Hopkins in the ~~City~~/County and State aforesaid.

Sheryl L. Boling
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 1, 1990

Sheryl L. Boling

STATE OF VIRGINIA

~~CITY~~/COUNTY OF FAIRFAX, to-wit:

The foregoing Financing Statement was acknowledged before me this 25th day of February, 1987, by Daniel R. Goodwin as Vice President of AMERIBANC SAVINGS BANK (formerly known as First American Savings and Loan Association).

Ann Rae Nelson
NOTARY PUBLIC

My Commission Expires:

8-21-89

Mailed to Secured Party

Mail To: Secured Party

266303

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1111 17th St. N.W., Washington, D.C. 20036

FINANCING STATEMENT

For Filing Officer Use	
File No.
Date &
Hour

Check below if goods are or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
MICHAEL ARKIN & ASSOCIATES LIMITED PARTNERSHIP, a Maryland Limited Partnership		11901 Viewcrest Terrace	Silver Spring	Maryland

Name of Secured Party or assignee	No.	Street	City	State
DOMINION BANK OF MARYLAND, National Association		7220 Wisconsin Ave.	Bethesda	Md. 20814

1. This financing statement covers the following types (or items) of property: (List or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby incorporated by reference

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. Part of the collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

MICHAEL ARKIN & ASSOCIATES LIMITED PARTNERSHIP, (Beal)
a Maryland Limited Partnership (Corporate, Trade or Firm Name)

BY: [Signature] (SEAL) Signature of Secured Party or Assignee

(Type or print name under signature) (Owner, Partner or Officer and Title) (Signatures must be in ink)

RECORD FEE 14.00
POSTAGE .50
#20155 0055 R02 T10:12
MAR 2 87

KATZ, FROME, SLAN & BLECHER, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD 20895-1014

RETURN TO

1400
SD

EXHIBIT "A"

BOOK 509 PAGE 125

Being the land of Francis S. Kalus and Nelson E. Kalus, co-partners trading as Kalus Construction Co., recorded in Liber 1327 at Folio 363, Liber 1546 at Folio 170 and Liber 1514 at Folio 177, all among the Land Records of Anne Arundel County Maryland (3rd Assessment District); and being more particularly described as follows:

Beginning at a railroad spike found on the westerly right of way line of Governor Ritchie Highway, Maryland Route 92 (150 feet wide, as shown on State Roads Commission Right of Way Plat # 2563), said point of beginning marking the division line between the land of Anthony F. Bohdel at ux (Liber 1688 at Folio 460) and the land of Kalus Construction Co. (Liber 1546 at Folio 170); thence running with the same,

South 58 deg. 29 min. 50 sec. West, 198.97 feet to a point; thence running with the division line between the said land of Bohdel and the land Kalus Construction Co. (Liber 1514 at Folio 177),

South 26 deg. 48 min. 30 sec. East, 125.43 feet to an iron pipe found marking the southwest corner of the land of Bohdel; thence running with the land of Ebersberger Enterprises, (Liber 3118 at Folio 276), Giddings Realty Co. (Liber 1742 at Folio 466) and with the northerly line of Lot 1 of a subdivision entitled "Property of Giddings Realty Company" and recorded in Plat Book 71 at Folio 15,

South 58 deg. 29 min. 50 sec. West, 393.34 feet to an iron pipe found on the easterly right of way line of Old Annapolis Boulevard (variable width); thence running with the said right of way line, the following nine (9) courses and distances,

North 07 deg. 52 min. 30 sec. East, 7.42 feet to a point; thence

North 10 deg. 08 min. 30 sec. East, 93.15 feet to a point; thence

North 11 deg. 55 min. 50 sec. East, 68.37 feet to a nail set at

the southwest corner of the aforesaid land of Kalus Construction Co. described in Liber 1546 at Folio 170; thence continuing with the aforesaid right of way line and binding with the westerly line of Liber 1546 at Folio 170,

North 11 deg. 55 min. 50 sec. East, 82.62 feet to a "P.K." nail found on the southerly line of Kalus Construction Co. (Liber 1327 at Folio 363); thence running with part of said line,

South 56 deg. 29 min. 50 sec. West, 7.16 feet to a "P.K." nail found; thence continuing with the aforesaid right of way line and binding with the 1st, 2nd, 3rd and 4th deed lines of Liber 1327 at Folio 363,

North 12 deg. 23 min. 00 sec. East, 123.32 feet to a "P.K." nail found; thence

North 11 deg. 46 min. 00 sec. East, 100.21 feet to a "P.K." nail found; thence,

North 10 deg. 47 min. 00 sec. East, 175.99 feet to a "P.K." nail found; thence,

North 09 deg. 13 min. 00 sec. East, 72.21 feet to a "P.K." nail found marking the division line between the land herein being described and the land leased to Esso Standard Oil Company as recorded in Liber 1097 at Folio 34); thence running with the same, the following two courses and distances,

South 80 deg. 21 min. 40 sec. East, 89.96 feet to a nail set; thence

North 63 deg. 21 min. 20 sec. East, 81.13 feet to an iron pipe found on the aforesaid right of way line of Governor Ritchie Highway (150 feet wide); thence running with the same,

South 26 deg. 38 min. 40 sec. East, 281.76 feet to a point marking the division line between Liber 1327 at Folio 363 and Liber 1546 at Folio 170 of Kalus Construction Co.; thence continuing with aforesaid right of way line,

South 26 deg. 38 min. 40 sec. East, 60.22 feet to the point of beginning.

Containing 166,070 square feet or 3.8124 acres of land, more or less.

Being all of the property contained in Deed recorded in Liber 3853 at folio 1.

EXHIBIT "B"
PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

Mailed to Secured Party

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
MICHAEL P. SAKOWSKI

Address:
8461 Fort Smallwood Road
Pasadena, Maryland 21122

2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above

17.00

RECORDED FEE 17.00
POSTAGE 1.00

OR
RECORD

MAR 2 1987

described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises or as used as commercial office space.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust, Assignment of Rents and Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A**.

Debtor:

Michael P. Sakowski (SEAL)
MICHAEL P. SAKOWSKI

Dated: 2/25/87

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

S351983P.MLS

EXHIBIT "A"

PARCEL I:

BEGINNING for the first at a point where the northeast side of Stoney Creek Road intersects the northwest side of Kenwood Road, as shown on a plat of Riviera Beach recorded among the Plat Records of Anne Arundel County in Plat Book 1, Page 25; and running from said beginning point with the northeast side of Stoney Creek Road, North thirty-five degrees five minutes west one hundred feet (N 35° 05' W 100'); thence leaving said road and running parallel to Kenwood Road North fifty-nine degrees ten minutes east one hundred feet (S 35° 05' E 100') to the northwest side of Kenwood Road; thence with the same, South fifty-nine degrees ten minutes west one hundred twenty-five feet (S 59° 10' W 125') to the place of beginning. Containing two hundred eighty-six one-thousandths (0.286) acres, more or less.

PARCEL II:

BEGINNING for the second at a point on the north side of Kenwood Road, said point being located along said Road, North fifty-nine degrees ten minutes east one hundred twenty-five feet (N 59° 10' E 125') from the east side of Stoney Creek Road, and being furthermore the southeasternmost corner of the two hundred eighty-six one-thousandths (0.286) acre lot conveyed to F. Edward Smith, Jr. about October 1, 1944; and running from said beginning point with the rear or east line of said 0.286 acre tract, North thirty-five degrees five minutes west one hundred feet (N 35° 05' W 100') to the northeasternmost corner of said lot; thence continuing in the same course, North thirty-five degrees five minutes west twenty-five and twenty-five hundredths feet (N 35° 05' W 25.25') to a point; thence North fifty-nine degrees ten minutes east one hundred fifty-one and one-tenth feet (N 59° 10' E 151.1') to a point in the westernmost corner of Lot 15 of Block 19, as shown on the plat of Riviera Beach, recorded among the Plat Records of Anne Arundel County in Plat Book 1, Page 25; thence with the southwest line of said Lot 15, South thirty degrees fifty minutes east one hundred twenty-five feet (S 30° 50' E 125') to the northwest side of Kenwood Road; thence with the same South fifty-nine degrees ten minutes west one hundred sixty and one-tenth feet (S 59° 10' W 160.1') to the place of beginning. Containing forty-four one-hundredths (0.44) acres, more or less.

SAVING AND EXCEPTING that parcel of ground which by Deed dated June 12, 1979 and recorded among the Land Records of Anne Arundel County in Liber 3210, folio 365 and granted and conveyed by Laura M. Smith, widow, unto The Krystal Company.

PARCEL III:

BEGINNING for the same at an iron pin heretofore planted at the southern most corner now or formerly of the United Hardware Property said pipe being in the northwest side of Kenwood Road (40 feet wide) thence binding on the northwest side of said Kenwood Road northeasterly 237.00 feet more or less thence across said Kenwood Road southeasterly and binding on the edge of the existing paving for part of the distance 21.47 feet to the center of said Kenwood Road thence binding in the center of said Kenwood Road southwesterly 230.75 feet more or less to the northeast side of Fort Smallwood Road as shown

BOOK 509 PAGE 130

on the plat of Riviera Beach Liber W.M.B. 1 folio 26 thence binding on the said northeast side of Fort Smallwood Road northwesterly 20.06 feet to the place of beginning. Containing 0.107 Acres of land more or less.

SUBJECT however to any and all easements and rights of way granted by Grantor to Anne Arundel County or any agency thereof including but not limited to the Deed of Easement and Agreement recorded among the Land Records of Anne Arundel County in Liber 2526, folio 598.

BEING the three (3) parcels as described in two (2) deeds recorded among the Land Records of Anne Arundel County, State of Maryland which were granted and conveyed by Laura M. Smith to Michael P. Sakowski in deeds recorded in Liber 3827, folio 707 and Liber 3827, folio 709.

Mailed to Secured Party

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 14.00
POSTAGE 50
CASSI 0777 RM 115-22
WR 2 87

FINANCING STATEMENT

1. Debtor:
GARDNER S. MCBRIDE
CYNTHIA E. MCBRIDE

Address:
1007 Landon Lane
Arnold, Maryland 21012

CR
CLERK

2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above

1450

described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises or as used as commercial office space.

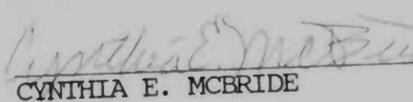
4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust, Assignment of Rents and Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A**.

Debtor:

 (SEAL)
GARDNER S. MCBRIDE

 (SEAL)
CYNTHIA E. MCBRIDE

Dated: 2/20/87

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

S342923P.MLS

EXHIBIT 'A'

PARCEL NO. 1

BEGINNING for the same at an iron pipe previously set on the southeast side of Jumper's Hole Road. Said iron pipe marks the end of the third line of that conveyance from Rose Bachman and husband to Hazel V. Lappe, dated January 25, 1943, and recorded among the Land Records of Anne Arundel County in Liber JHH 274, folio 231; thence with the third line reversely of said description as corrected for magnetic variation to 1946 South 61 degrees 44 minutes 50 seconds East, 125.0 feet to an iron pipe; thence leaving said line and running South 27 degrees 15 minutes 10 seconds West, 75.0 feet to an iron pipe; thence running parallel to said first line North 61 degrees 44 minutes 50 seconds West, 125.0 feet to an iron pipe set on the southeast side of Jumper's Hole Road; thence binding on southeast side of said Road North 27 degrees 15 minutes 10 seconds East, 75.0 feet to the point beginning. Containing 9,375 square feet, more or less, according to a survey made by James D. Hicks, Registered Surveyor, County Surveyor of Anne Arundel County, in April, 1948.

PARCEL NO. 2

BEGINNING for the same at an iron pipe here set in the fourth line of that conveyance from Rose Bachman and husband to Hazel V. Lappe, dated January 26, 1943, and recorded among the Land Records of Anne Arundel County in Liber JHH 274, folio 231; said point of beginning being 75.0 feet from the end of the third line in aforementioned conveyance; thence leaving said road and running South 61 degrees 44 minutes 50 seconds, East 125.0 feet to an iron pipe; thence running parallel to Jumper's Hole Road South 27 degrees 15 minutes 10 seconds West, 75.0 feet to an iron pipe; thence North 61 degrees 44 minutes 50 seconds West, 125.0 feet to an iron pipe set on the southeast side of Jumper's Hole Road; thence binding on the southeast side of said Road North 27 degrees 15 minutes 10 seconds, East 75.0 feet to point of beginning. CONTAINING 9,375 square feet of land, more or less, according to a survey made by James D. Hicks, Registered Surveyor, County Surveyor of Anne Arundel County, April, 1948.

Mailed to Secured Party

MARYLAND FINANCING STATEMENT CONTINUATION OR PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

BOOK Roll No. 472 Page No. 33
Identification No. 251430 Dated 3/28/84

1. Debtor(s) { GEORGE WRIGHT
Name or Names - Print or Type
1726 CROWNSVILLE ROAD ANNAPOLIS MD 21401
Address - Street No. City - County State Zip Code

2. Secured Party { FIRST NATIONAL BANK OF MARYLAND
Name or Names - Print or Type
P.C. BOX 17292 BALTIMORE MD 21203
Address - Street No. City - County State Zip Code

3. Maturity Date (if any) 2/11/87

4. Check Applicable Statement: (be very careful to check the correct box)

- The original Financing Statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- The Secured Party releases the following collateral described in the Financing Statement bearing the file number shown above: TERMINATION

RECEIVED FEE 16.00
POSTAGE .50
REGISTERED MAIL 711.438



Mailed to Secured Party

MAR 3 1987

Dated 2/25/87
FIRST NATIONAL BANK OF MARYLAND
(Name of Secured Party)
Luann French
(Signature of Secured Party)
LUANN FRENCH SUPERVISOR
Type or Print (Include Title if Company)

1050

Mailed to: Private Maryland atty.
BS-1216A-8406 P.O. Box 711
Annapolis, Md-21404

266339

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE

FINANCING STATEMENT

TO: _____ UCC Division, Maryland State Department of Assessments and Taxation
XX _____ Circuit Court of Anne Arundel County, Maryland

THIS FINANCING STATEMENT, dated as of the 20th day of February, 1987, is presented for filing pursuant to the Maryland Uniform Commercial Code.

Recordation Tax: This Financing Statement is being filed in conjunction with a deed of trust duly recorded in Anne Arundel County, Maryland, upon which recordation taxes have been paid.

1. Debtor's name and mailing address:

JAMES A. BURGESS
HELEN J. BURGESS
c/o 3801 Ironwood Place
Landover, Maryland 20785

1111 QUINCE APPLE PL.
DAVIDSONVILLE MD 21035

2. Secured Party's name and address:

UNITED VIRGINIA BANK
515 King Street
Alexandria, Virginia 22314

3. This Financing Statement covers the following property to be utilized in or realized from the construction, use and occupancy of improvements on the land described in that certain deed of trust of even date herewith from the Debtor to John A. Moffet, Jr., and Joseph V. Buonassissi, II,, Trustees, for the benefit of the Secured Party, and to be recorded among the land records of Anne Arundel County, Maryland, simultaneously with the filing hereof:



RECORD FEE 12.00
POSTAGE .50
#20353 2055 RD2 112:22
MAR 3 87

- A. all the building plans and specification, contracts for construction, architectural and engineering services, surveys, appliances, fixtures, building materials and equipment delivered to, installed in, affixed to, placed upon, or used in connection with the land and premises described below, and all replacements thereof, additions thereto and substitutions therefore; and
- B. all of the other personal property of the Debtor now or hereafter located on the premises described below and necessary to its use and occupancy; and
- C. all awards and other payments heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said real estate and the improvements now or hereafter existing thereon by virtue of i) an exercise of the right of eminent domain by such authority, or right of access to a public way,

1200
021
00

ii) any change of grade of any street affecting said real estate or improvements, or iii) any other injury to or decrease in the value of said real estate or improvements; and

D. all rents, issues, income, revenues, profits, proceeds, accounts, and benefits from, under, and in connection with said real estate or improvements; and

- 4. Said deed of trust secures an obligation of the Debtor to the Secured Party in the principal amount of up to \$240,000.00, which obligation, if not sooner paid, is due and payable nine months after the date hereof, as provided in the note evidencing the obligation.
- 5. Proceeds of the collateral are also covered.
- 6. The real property covered by the aforesaid deed of trust is owned of record by the Debtor and is more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 60 as shown on the Plat entitled "Section Four, Plat Six of Eight, THE RIDGES AT ANNAPOLIS" and recorded among the Plat Records of Anne Arundel County in Plat Book 85, folio 2.

The improvements thereon to be known as 1901 Pump Handle Court, Crownsville, Maryland 21032

- 7. The Secured Party desires this Financing Statement to be indexed against the record owner of the real estate.

WITNESS:

Beverly P. Demaree
as to both

DEBTOR:

James A. Burgess (SEAL)
James A. Burgess
Helen J. Burgess (SEAL)
Helen J. Burgess

SECURED PARTY:

WITNESS:

Robert S. Greenleaf

UNITED VIRGINIA BANK

By: John W. Moffatt
Its Attorney and Authorized Agent

RETURN TO:

Robert S. Greenleaf, Esquire
11350 Random Hills, Road, Suite 600
Fairfax, VA 22030

Mailed to Secured Party

A.A. Co.

BOOK 509 PAGE 137

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 432 Page No. 234 THRU 238
Identification No. 235-8-55 Dated DEC. 16, 1980

1. Debtor(s) G. W. PIKOUNIS FAMILY, INC. and
GEORGE W. PIKOUNIS and ELAINE PIKOUNIS, his wife
Name or Names—Print or Type
6441 Burwood Plaza, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

2. Secured Party THEODORE D. DOURAKOS and CONSTANCE DOURAKOS, his wife
Name or Names—Print or Type
222 Harbor Drive, Severna Park, Maryland 21146
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>TERMINATION</u></p>

REGISTERED FEE 10.00
ISSUED BY CITY MD 714202
MAR 3 87
ALL CLEAR

Mailed to Secured Party

Dated: February 25, 1987
Theodore D. Dourakos
Signature of Secured Party
Name of Secured Party
Constance Dourakos
Signature of Secured Party
Constance Dourakos
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

REMIT TO: Harry J. Anderson, Esquire, 8225 Carrbridge Circle, Towson, Md. 21204

11540



266333

10477 F.S. 5
BOOK 509 PAGE 138

To Be Recorded In The Land Records
And In The Chattel Records Of The
Local Jurisdiction And Among The
Financing Statement Records Of The
State Department Of Assessments
And Taxation.

Subject To Recording Tax
On Principal Amount Of \$800,000.00
Which Was Paid To The Clerk Of The
Circuit Court Of Anne Arundel County
Upon The Filing Of A Deed
Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR:

CROFTON FARMS ASSOCIATES
1021 Dorsey Road
Glen Burnie, Maryland 21061

Attention: Ernest J. Litty, Jr.



2. SECURED PARTY:

**THE FIRST NATIONAL BANK
OF MARYLAND**
25 South Charles Street
Baltimore, Maryland 21202

Attention: Commercial Real Estate Division
BANC 101-820

RECORD FEE 34.00
POSTAGE .50

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property, and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real

PO2 713:31
March 3

33.00
36.50
33.50

3400
50

property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and

BOOK 509 PAGE 140

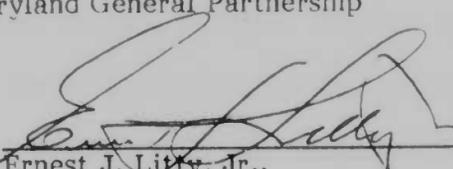
recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of five (5) pages.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

CROFTON FARMS ASSOCIATES,
A Maryland General Partnership

By:


Ernest J. Litty, Jr.,
General Partner

(SEAL)

Date: December 22, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 5603

5603
C-01.90

BOUNDARY DESCRIPTION OF THE TAYLOR PROPERTY (ROUTE 3)
SECOND DISTRICT12/17/86
RK/esm

ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a stone found at the end of the Second or South 36 degrees 30 minutes East 1755 foot line of the conveyance from JOHN Z. BALDWIN & wife to PRESLEY S. TAYLOR, Deed dated December 15, 1919, recorded among the Land Records of Anne Arundel County, Maryland in Liber W.N.W. 27, Folio 90. Said stone also being the beginning stone of the conveyance from C. MASON TURNER and wife to MARGUERITE T. TAYLOR and dated October 11, 1930, recorded among the aforesaid Land Records in Liber F.S.R. 78, Folio 126 thence binding on the First or South 30 degrees 39 minutes West 655.25 foot line of the last mentioned conveyance and binding on the northwest boundary line of the OTHO H. WILLIAMS property, Deed recorded among the aforesaid Land Records in Liber 541, Folio 226 and referring the courses of this description to the Maryland State Grid Meridian, and as now surveyed

1) South 24 degrees 02 minutes 23 seconds West 655.99 feet thence binding reversely on the Seventh or South 51 degrees 17 minutes 50 seconds East 1206.17 foot line Parcel No. II of the conveyance from JEAN T. ZECHES, et. al. to THE RICHARDS GROUP OF MARYLAND, INC., Deed dated January 4, 1973 and recorded among the aforesaid Land Records in Liber 2557, Folio 664

BOUNDARY DESCRIPTION OF THE TAYLOR PROPERTY

ROUTE 3

Page two

2) North 51 degrees 18 minutes 01 seconds West 1206.10 feet thence binding reversely on the First or South 45 degrees 15 minutes 00 seconds East 240.02 foot line of the conveyance from BERNARD M. RYAN & wife to GEORGE A. BOOTH, JR. & wife, Deed dated February 27, 1981 and recorded among the aforesaid Land Records in Liber 3388, Folio 870

3) North 51 degrees 05 minutes 24 seconds West 240.53 feet to an iron pipe found thence binding reversely on the North 44 degrees 45 minutes 00 seconds East 180.50 foot line of the last mentioned conveyance

4) South 39 degrees 05 minutes 50 seconds West 181.07 feet thence binding on the northeast side of a right-of-way 30 feet wide as described in the last mentioned conveyance

5) North 48 degrees 15 minutes 43 seconds West 1010.65 feet thence binding on the southeast existing right-of-way line of U.S. Rte 301 as shown on Maryland State Roads Commission Right-of-Way plats nos. 16272 and 16273

6) with the arc of a curve to the right having a radius of 6835.49 feet an arc length of 1111.54 feet and being subtended by a chord North 43 degrees 28 minutes 59 seconds East 1110.31 feet thence

7) North 48 degrees 08 minutes 30 seconds East 563.94 feet to an iron pipe found thence binding reversely on the Third or

BOOK 506 143

BOUNDARY DESCRIPTION OF THE TAYLOR PROPERTY

ROUTE 3

Page three

North 41 degrees 51 minutes 40 seconds West 436.68 foot line of the conveyance from PRESLEY S. TAYLOR, JR. to Anne Arundel County, Maryland, Deed dated November 15, 1975 and recorded among the aforesaid Land Records in Liber W.G.L. 2810, Folio 75

8) South 41 degrees 51 minutes 30 seconds East 436.48 feet to an iron pipe found thence binding reversely on part of the Fourth and all of the Third and Second lines of the conveyance from PRESLEY S. TAYLOR, JR. to the FAITH COMMUNITY CHURCH OF GAMBRILLS, INC., Deed dated November 9, 1981 and recorded among the aforesaid Land Records in Liber 3455, Folio 199.

9) South 44 degrees 45 minutes 38 seconds West 216.03 feet thence

10) South 45 degrees 20 minutes 08 seconds East 561.95 feet to an iron pipe found thence

11) North 17 degrees 09 minutes 32 seconds East 566.07 feet thence northeasterly crossing the existing right-of-way of Waugh Chapel Road 77 feet wide

12) North 44 degrees 42 minutes 55 seconds East 77.00 feet to the south side of a private right-of-way 13 feet wide thence binding on said south side and also binding on part of the Third or South 37 degrees 38 minutes East 1914.0 foot line of the conveyance from PRESLEY S. TAYLOR & wife to RICHARD N. & JEAN T. ZECHES, Deed dated August 1, 1956 and recorded among the aforesaid

BOUNDARY DESCRIPTION OF THE TAYLOR PROPERTY

ROUTE 3

Page four

Land Records in Liber 1050, Folio 489

13) South 44 degrees 56 minutes 23 seconds East 1152.24 feet thence binding on part of the Third or South 57 degrees 45 minutes West 997 foot line of the conveyance from CONRAD H. & ANNA M.C. ABEND to NELSON M. & HELEN S. TURNER, et. al., Deed dated February 3, 1956 and recorded among the aforesaid Land Records in Liber 998, Folio 425.

14) South 51 degrees 52 minutes 03 seconds West 8.73 feet thence binding reversely on the Third and Second lines of the conveyance from NELSON M. & HELEN S. TURNER, et. al., to PRESLEY S. & MARGUERITE T. TAYLOR, Deed dated August 1, 1956 and recorded among the aforesaid Land Records in Liber 1050, Folio 470

15) South 48 degrees 50 minutes 49 seconds West 215.92 feet thence

16) South 53 degrees 34 minutes 48 seconds West 380.70 feet thence continue binding on part of the aforesaid Third or South 57 degrees 45 minutes West 997 foot line as aforementioned

17) South 51 degrees 52 minutes 03 seconds West 385.45 feet thence binding on the Fourth or South 36 degrees 30 seconds East 425 foot line of the aforesaid conveyance recorded in Liber 998, Folio 425

18) South 42 degrees 06 minutes 55 seconds East 425.00 feet to the point of beginning

BOOK 509 PAGE 145

BOUNDARY DESCRIPTION OF THE TAYLOR PROPERTY

ROUTE 3

Page five

CONTAINING 77.768 acres of land more or less

SUBJECT to perpetual storm water discharge areas adjacent to the southwest and southeast property lines of THE FAITH COMMUNITY CHURCH OF GAMBRILLS, INC., Deed recorded among the aforesaid Land Records in Liber 3455, Folio 199

BEING part of the conveyance from JOHN Z. BALDWIN and wife to PRESLEY S. TAYLOR, Deed dated December 15, 1919 and recorded among the aforesaid Land Records in Liber W.N.W. 27, Folio 90.

BEING part of the conveyance from C. MASON TURNER & wife to MARGUERITE T. TAYLOR, Deed dated October 11, 1930 and recorded among the aforesaid Land Records in Liber F.S.R. 78, Folio 126.

Mailed to Secured Party

BOOK 509 PAGE 146

206171

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) SMS Leasing, Inc. 1501 Farm Credit Drive McLean, VA 22102	2. Secured Party(ies) and address(es) Old Stone Bank, A Federal Savings Bank One Old Stone Square Providence, RI 02903	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 NORTH DOWNS 714-34 168 4 87
4. This financing statement covers the following types (or items) of property: The Contract No. MDA904-86-C-8287 dated September 8, 1986, the equipment leased under that agreement as more fully described in the attached schedule and all monies due or to become due under the above referenced document. NOT SUBJECT TO TAX #2150610-0047		5. Assignee(s) of Secured Party and Address(es) UR CLERK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered, Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
Filed with: Clerk of the County Court, Anne Arundel County, Annapolis, MD 21401

SMS Leasing, Inc.

Old Stone Bank, A Federal Savings Bank

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11-30

1100

SCHEDULE

to Contract No. MDA904-86-C-8287

dated September 8, 1986

Model No.	Description	Quantity
C1-6440-25	C-1 System Pkg. w/64MB Memory	1
CLS-001	Substitute High Perf Tape Subsystem	1
MTD-002	High Perf Add-On Tape Drive	1
DSS-001	Disk Sub-System	1
DKD-101	414MB Disk w/Controller	2
DKD-001	414MB Add-On Disk Drive	1
PRT-101	600LPM Printer/Plotter w/Controller	1
IOP-001	Input/Output Processor	1
CFT-001	Convex Fortran Compiler	1
CSD-001	Convex "CSD" Software Package	1

LOCATION: OPS Building #1
9800 Savage Road
South Loading Dock
Fort George G. Meade, MD 20755-6000

ATTN: Ed Gibson

DISTRICT COURT A. A. COE

BOOK 509 PAGE 148

4. If the
to the filing officer with a set of three copies.
5. If collateral in crops or goods, which are or are to
6. At the time of filing, filing officer will return third copy.

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Colonial Cablevision, Ltd., a Maryland limited partnership 9697 E. Mineral Ave. Englewood, CO 80112	2. Secured Party(ies) and address(es) American Security Bank, N.A., as Agent 1501 Pennsylvania Avenue, N.W. Washington, D.C. 20013	3. Maturity date (if any) For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #00572 0886 R02 T14:44 MAR 4 87
4. This statement refers to original Financing Statement bearing File No. <u>245087</u> Filed with <u>Maryland Secretary of State</u> Date Filed <u>April 26</u> 19 <u>84</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

By: _____ AMERICAN SECURITY BANK, N.A., as Agent
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). By: David M. Gubish, VP
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

Mailed to Secured Party

BOOK 509 PAGE 149

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Colonial Cablevision, Ltd., a
Maryland limited partnership
9697 E. Mineral Ave.
Englewood, CO 80112

2. Secured Party(ies) and address(es)

American Security Bank, N.A.,
as Agent
1501 Pennsylvania Avenue, N.W.
Washington, D.C. 20013

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00
POSTAGE 50
#20573 0446 002 17:43
APR 4 87

4. This statement refers to original Financing Statement bearing File No. 251796, Book 472 Page 533

Filed with Anne Arundel Circuit Court Date Filed April 26 19 84

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

AMERICAN SECURITY BANK, N.A., as Agent

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Did M. Hulick, VP
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

EXHIBIT A
TO FINANCING STATEMENT

DEBTOR: Kehoe Homes of Sunnyfield Estates, Inc.
7130 Minstrel Way, Suite 200, Columbia, MD 21045

SECURED PARTY: Farmers First Bank
9 East Main Street, Lititz, PA 17543

DATED: February 25, 1987

All personal property owned by Debtor, or in which Debtor has an interest, including, but not limited to, all equipment, machinery, furniture and fixtures (together with all related attachments, accessories, equipment, tools and parts), any balances in any deposit accounts with Secured Party or its agents, all goods, inventory, instruments, monies, securities, documents, chattel paper, accounts, contract rights, leases, general intangibles, whether now owned or hereafter acquired, wherever located, and all the proceeds (including insurance proceeds) and products thereof.

EXHIBIT B
TO

BOOK 509 PAGE 152

FINANCING STATEMENT DATED FEBRUARY 25, 1987

DEBTOR: Kehoe Homes of Sunnyfield Estates, Inc.
SECURED PARTY: Farmers First Bank

JOHN E. HARMS, JR. AND ASSOCIATES, INC. Consulting Engineers - Architects - Surveyors

PASADENA, MARYLAND

1/28/87
JB/esm

OUTLINE DESCRIPTION
"SUNNYFIELD ESTATES"
PLAT 2 OF 2
FIFTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at Point No. 149 as shown on the outline of a plat entitled "SUNNYFIELD ESTATES", Plat 2 of 2, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 105, page 7, Plat No. 5432, running thence with and binding on the division line between the parcel now being described and the property of GEORGE C. DOUB, recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. 1841, folio 445, and Liber M.S.H. 2533, folio 524, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

(1) South 88 degrees 15 minutes 35 seconds West 1134.35 feet, thence leaving the aforesaid Doub Property and running with and binding on the easternmost line of "ARUNDEL HILLS", recorded among the aforementioned Plat Records in Plat Book 24, page 47, and the easternmost line of "ANDOVER", recorded among said plat records in Plat Book 19, page 49,

(2) North 04 degrees 18 minutes 24 seconds West 1262.19 feet to the southeasternmost right-of-way line of HAMMONDS LANE (forty (40) feet wide right-of-way), thence running with and binding on said right-of-way line,

(3) 106.00 feet along the arc of a curve to the left, having a radius of 820.00 feet, and being subtended by a chord of

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page two

North 66 degrees 40 minutes 10 seconds East 105.92 feet, and

(4) North 62 degrees 57 minutes 58 seconds East 507.11 feet to a point of intersection formed by the southeasternmost right-of-way line of HAMMONDS LANE with the southernmost right-of-way line of HOLYCROSS ROAD (twenty-two (22) feet wide right-of-way), thence leaving HAMMONDS LANE and running with and binding on the southernmost right-of-way line of HOLYCROSS ROAD,

(5) North 88 degrees 04 minutes 13 seconds East 351.55 feet, thence leaving HOLYCROSS ROAD and running with and binding on the division line between the parcel now being described and the property of LESTER A. HELFRICH, recorded among the aforementioned Land Records in Liber W.G.L. 3298, folio 12; the property of HENRY SCHWINN, recorded among said Land Records in Liber G.T.C. 1039, folio 79; the property of JACK L. CHILDRESS, recorded among said Land Records in Liber L.N.P. 1774, folio 532; the property of ROBERT L. HILKER, recorded among said Land Records in Liber L.N.P. 1676, folio 37; and the aforementioned property of GEORGE C. DOUB, recorded among said Land Records in Liber L.N.P. 1841, folio 445, and Liber M.S.H. 2533, folio 524,

(6) South 00 degrees 49 minutes 36 seconds West 75.67 feet,

(7) South 23 degrees 20 minutes 25 seconds East 328.95 feet,

(8) South 73 degrees 02 minutes 25 seconds East 430.03

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page three

feet, and

(9) South 11 degrees 55 minutes 20 seconds West 1027.49 feet to the point of beginning,

CONTAINING 1,734,075 square feet or 39.809 acres of land, more or less.

BEING all of the property shown on the certain plat designated as "SUNNYFIELD ESTATES", PLAT 2 OF 2, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 105, page 7, Plat No. 5432.

BEING also all of that parcel of land which by Deed dated October 28, 1939, and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 209, folio 35, was granted and conveyed by WILLIAM H. BOLTE and MARY BOLTE, his wife, to LESTER A. HELFRICH and MYRTLE D. HELFRICH, his wife.

SAVING and excepting from the above described parcel, certain parcels which are designated on said plat as Lots 117, 118, 119, the 6,000 square foot parcel to be added to the LESTER A. HELFRICH TRACT, and the proposed 40' Use In Common R/W, which are more particularly described as follows:

LOT 117

BEGINNING for the same at Point No. 214 on the southeasternmost side of a twenty (20) feet wide road widening strip adjacent to the southeasternmost right-of-way line of the

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page four

aforementioned HAMMONDS LANE as shown on the aforementioned plat, running thence with and binding on the division line between the parcel now being described and Lot 119, the proposed 40' use in common R/W, Lot 118, Lot 100, Lots 102 through 104, Lot 106, and the 16,007 square feet, plus or minus, passive recreation area as shown on the aforementioned plat, leaving the southeasternmost side of the twenty (20) feet wide road widening strip, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

(1) South 02 degrees 11 minutes 32 seconds East 331.61 feet,

(2) South 23 degrees 53 minutes 40 seconds East 28.80 feet,

(3) South 34 degrees 14 minutes 43 seconds West 40.00 feet,

(4) South 02 degrees 14 minutes 22 seconds East 350.11 feet,

(5) South 87 degrees 56 minutes 08 seconds West 135.29 feet, and

(6) North 02 degrees 11 minutes 32 seconds West 671.79 feet to the southeasternmost side of the twenty (20) feet wide road widening strip, thence running with and binding on the southeasternmost side of said widening strip,

(7) North 62 degrees 57 minutes 58 seconds East 163.21

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page five

feet to the point of beginning,

CONTAINING 100,166 square feet or 2.299 acres of land, more or less.

LOT 118

BEGINNING for the same at Point No. 107, said point being located on the easternmost side of Lot 117 as shown on the aforementioned plat, running thence with and binding on the division line between the parcel now being described and Lot 117, the proposed 40' Use In Common R/W, THE CONSOLIDATED GAS, ELECTRIC LIGHT AND POWER COMPANY OF BALTIMORE 150 feet wide easement, the 25,889 square feet, plus or minus, recreation area, and Lot 100, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

(1) North 34 degrees 14 minutes 41 seconds East 28.75 feet,

(2) North 87 degrees 48 minutes 28 seconds East 154.56 feet,

(3) North 58 degrees 51 minutes 41 seconds East 13.03 feet,

(4) South 10 degrees 01 minutes 20 seconds East 75.08 feet,

(5) South 79 degrees 58 minutes 37 seconds West 16.93 feet,

(6) South 10 degrees 01 minutes 20 seconds East 209.64

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page six

7) South 87 degrees 45 minutes 39 seconds West 204.84 feet, and

(8) North 02 degrees 14 minutes 22 seconds West 255.11 feet to the point of beginning,

CONTAINING 52,716 square feet or 1.210 acres of land, more or less.

LOT 119

BEGINNING for the same at Point No. 214 on the southeasternmost side of a twenty (20) feet wide road widening strip adjacent to the southeasternmost right-of-way line of the aforementioned HAMMONDS LANE as shown on the aforementioned plat, running thence with and binding on the southeasternmost side of said widening strip, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

(1) North 62 degrees 57 minutes 58 seconds East 54.26 feet to a point of intersection formed by the southeasternmost side of the twenty (20) feet wide road widening strip with the westernmost right-of-way line of SUNNYFIELD LANE (sixty (60) feet wide right-of-way), thence running with and binding on said right-of-way line,

(2) South 72 degrees 02 minutes 00 seconds East 35.36 feet,

(3) South 27 degrees 02 minutes 02 seconds East 308.37 feet, and

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page seven

(4) 20.07 feet along the arc of a curve to the left, having a radius of 280.00 feet, and being subtended by a chord of South 29 degrees 05 minutes 08 seconds East 20.06 feet, thence leaving SUNNYFIELD LANE and running with and binding on the division line between the parcel now being described, the proposed 40' Use In Common R/W, and Lot 117,

(5) South 58 degrees 51 minutes 36 seconds West 83.26 feet,

(6) South 87 degrees 48 minutes 28 seconds West 148.20 feet, and

(7) North 02 degrees 11 minutes 32 seconds West 327.42 feet to the point of beginning,

CONTAINING 52,746 square feet or 1.211 acres of land, more or less.

6,000 SQUARE FOOT PARCEL TO BE ADDED TO THE LESTER A. HELFRICH TRACT

BEGINNING for the same at Point No. 13 on the southernmost right-of-way line of HOLYCROSS ROAD (twenty-two (22) feet wide right-of-way), as shown on the outline of the aforementioned plat, running thence with and binding on the division line between the parcel now being described and the LESTER A. HELFRICH PROPERTY, recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3298, folio 12, Lot 58, and the 5,819 square foot recreation area, leaving the southernmost right-of-way line of

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page eight

HOLYCROSS ROAD, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

- (1) South 00 degrees 49 minutes 36 seconds West 75.67 feet,
- (2) North 63 degrees 31 minutes 51 seconds West 90.40 feet,
- (3) South 62 degrees 57 minutes 57 seconds West 37.87 feet, and
- (4) North 10 degrees 01 minutes 20 seconds West 49.14 feet to the aforementioned right-of-way line of HOLYCROSS ROAD, thence running with and binding on said right-of-way line,
- (5) North 88 degrees 04 minutes 13 seconds East 124.38 feet to the point of beginning,

CONTAINING 6,000 square feet or 0.138 acres of land, more or less.

PROPOSED 40' USE IN COMMON

RIGHT-OF-WAY/UTILITY EASEMENT

BEGINNING for the same at Point No. 139 on the westernmost end of a proposed 40 feet wide Use In Common Right-of-Way as shown on the aforementioned plat, running thence with and binding on the division line between the parcel now being described and Lots 117 and 119, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

- (1) North 23 degrees 53 minutes 40 seconds West 28.80

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OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page nine

feet,

(2) North 02 degrees 11 minutes 32 seconds West 4.19 feet,

(3) North 87 degrees 48 minutes 28 seconds East 148.20

feet, and

(4) North 58 degrees 51 minutes 36 seconds East 83.26 feet to a point on the westernmost right-of-way line of SUNNYFIELD LANE (sixty (60) feet wide right-of-way), thence running with and binding on said right-of-way line,

(5) 40.14 feet along the arc of a curve to the left, having a radius of 280.00 feet, and being subtended by a chord of South 35 degrees 14 minutes 47 seconds East 40.10 feet, thence leaving said right-of-way line and running with and binding on the division line between the parcel now being described, THE CONSOLIDATED GAS, ELECTRIC LIGHT AND POWER COMPANY OF BALTIMORE 150 feet wide easement, and Lot 118,

(6) South 58 degrees 51 minutes 36 seconds West 96.45 feet, and

(7) South 87 degrees 48 minutes 28 seconds West 154.56 feet to a point on the division line between the parcel now being described and Lot 117, thence running with and binding on said division line,

(8) North 34 degrees 14 minutes 43 seconds East 11.25 feet to the point of beginning,

CONTAINING 9,501 square feet or 0.218 acres of land, more or less.

Mail to

Atlantic

NT-14427

(FINAN.427)

TO BE RECORDED AMONG THE:

- LAND RECORDS OF THE COUNTY OF ANNE ARUNDEL
- FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL
- STATE DEPARTMENT OF ASSESSMENT AND TAXATION

BOOK 509 PAGE 161

801000

NOT SUBJECT TO RECORDING TAX
 — SUBJECT TO RECORDING TAX ON
 — PRINCIPAL AMOUNT OF \$

FINANCING STATEMENT

1. DEBTOR (S): NAME: ELVATON TOWNE ASSOCIATES LIMITED
 PARTNERSHIP
ADDRESS: 4101 CENTURY TOWNE ROAD
 RANDALLSTOWN, MARYLAND 21133

2. SECURED PARTY: NAME: YORKRIDGE-CALVERT SAVINGS AND LOAN
 ASSOCIATION
ADDRESS: 3725 OLD COURT ROAD
 BALTIMORE, MARYLAND 21208

3. This Financing Statement covers the following types of property: a. All building materials, furniture, furnishing, fixtures and equipment delivered to, installed in, affixed to, placed upon or used in connection with the land and premises described in "Exhibit A" attached hereto, including but not limited to, the following: all the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land herein described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the land herein conveyed or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without the limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling apparatus, elevators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral and present and future accounts, contract rights, general intangibles, chattel papers, documents and instruments, including but not limited to, licenses.

(c) All awards heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said premises and the improvements now or hereafter existing thereon by virtue of an exercise of the right of eminent domain by such authority, or right of access to a public way, or for any

RECORD FEE 17.00
 POSTAGE 50
 #1055 CASE R02 T14:13

FEB 19 87

1700
10

change of grade of streets affecting said premises or improvements.

4. If above described personal property is to be affixed to real property, describe real property.

For description, see "Exhibit A" attached hereto, and made a part hereof, and as more particularly described in a Deed of Trust from ELVATON TOWNE ASSOCIATES LIMITED PARTNERSHIP, a Maryland Limited Partnership to YORKRIDGE-CALVERT SAVINGS AND LOAN ASSOCIATION and recorded or intended to be recorded among the Land Records of ANNE ARUNDEL COUNTY immediately prior hereto.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are not covered.

DEBTOR(S):

ELVATON TOWNE ASSOCIATES LIMITED
PARTNERSHIP, a Maryland Limited
Partnership

BY: *Herbert L. Mautner*
HERBERT L. MAUTNER, GENERAL PARTNER

YORKRIDGE-CALVERT SAVINGS
AND LOAN ASSOCIATION

BY: *Joel C. Sweren*
JOEL C. SWEREN
Executive Vice President

To the Filing Officer: After this statement has been recorded please mail the same to:

NATIONWIDE TITLE COMPANY
1700 Reisterstown Road
Suite 236 - Pomona Square
Baltimore, Maryland 21208

EXHIBIT A

All those Condominium Units located in Anne Arundel County, State of Maryland, and being known and designated as Units No. 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 466, 468, 470, 472, 474, 476, 478, 480, and 482, all in Phase 17; Units No. 440, 442, 444, 446, 448, and 450, in Phase 18; Units No. 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, and 451, all in Phase 19; Units No. 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, and 479, all in Phase 20, as all 71 said Units are shown in ELVATON TOWNE CONDOMINIUMS, REGIME TWO, a Maryland Condominium Regime as said Units and said Condominium Regime are established pursuant to the Declaration and By-Laws for ELVATON TOWNE CONDOMINIUMS, REGIME TWO dated May 27, 1975 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber No. 2764, folio 78, et. seq., and Amendments thereto, including but not limited to Sixteenth Amendment to the Declaration for Elvaton Towne Condominiums, Regime Two, dated December 14, 1978 and recorded among the Land Records of Anne Arundel County in Liber No. 3159, folio 584, adding Phase 17; and the Seventeenth Amendment to the Declaration for Elvaton Towne Condominiums, Regime Two, dated January 10, 1979 and recorded among the Land Records of Anne Arundel County in Liber No. 3178, folio 689, adding Phase 18; and the Eighteenth Amendment to the Declaration for Elvaton Towne Condominiums, Regime Two, dated February 26, 1979 and recorded among the Land Records of Anne Arundel County in Liber No. 3180, folio 155, adding Phase 19; and the Nineteenth Amendment to the Declaration for Elvaton Towne Condominiums, Regime Two, dated April 6, 1979 and recorded among the Land Records of Anne Arundel County in Liber No. 3198, folio 575, adding Phase 20; and as shown on the Condominium Plats for ELVATON TOWNE CONDOMINIUMS, REGIME TWO as revised and supplemented from time to time, including the Final Condominium Plat known as "Nineteenth Supplemental Condominium Plat for Elvaton Towne Condominiums,

Regime Two, Phase 20", recorded among the Plat Records of Anne Arundel County, Maryland in condominium Plat Book No. E-15, folio 46, et. seq., Plat No. E-746, et. seq.

TOGETHER with the appurtenances and advantages thereunto pertaining and especially including an the undivided percentage interests, as a tenant in common with other owner's of units in the common elements and all rights and privileges of the condominium owner in said condominium, subject to the obligations of such owner more particularly described in said Declaration, By-Laws and Plats.

Mail to Nationwide Title

NT-14433

(FINAN.433)

TO BE RECORDED AMONG THE:

- LAND RECORDS OF THE COUNTY OF ANNE ARUNDEL
- FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL
- STATE DEPARTMENT OF ASSESSMENT AND TAXATION

BOOK 509 PAGE 165

NOT SUBJECT TO RECORDING TAX
 SUBJECT TO RECORDING TAX ON
 PRINCIPAL AMOUNT OF \$

200101

FINANCING STATEMENT

1. DEBTOR (S): NAME: SULIN ENTERPRISES, LTD.
ADDRESS: 1133 GREENWOOD ROAD
 PIKESVILLE, MARYLAND 21208

2. SECURED PARTY: NAME: YORKRIDGE-CALVERT SAVINGS AND LOAN
 ASSOCIATION
ADDRESS: 3725 OLD COURT ROAD
 BALTIMORE, MARYLAND 21208

3. This Financing Statement covers the following types of property: a. All building materials, furniture, furnishing, fixtures and equipment delivered to, installed in, affixed to, placed upon or used in connection with the land and premises described in "Exhibit A" attached hereto, including but not limited to, the following: all the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land herein described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the land herein conveyed or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without the limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling apparatus, elevators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

13.00
POSTAGE .50

(b) All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral and present and future accounts, contract rights, general intangibles, chattel papers, documents and instruments, including but not limited to, licenses.

#19014 0055 R02 T14:10

(c) All awards heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said premises and the improvements now or hereafter existing thereon by virtue of an exercise of the right of eminent domain by such authority, or right of access to a public way, or for any change of grade of streets affecting said premises or

FEB 19 97

1300
50

improvements.

4. If above described personal property is to be affixed to real property, describe real property.

For description, see "Exhibit A" attached hereto, and made a part hereof, and as more particularly described in a Mortgage from Sulin Enterprises, Ltd. to Yorkridge-Calvert Savings and Loan Association and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are not covered.

DEBTOR(S):

SULIN ENTERPRISES, LTD.

BY: [Signature]
BERNARD G. ROBBINS, PRESIDENT

YORKRIDGE-CALVERT SAVINGS AND LOAN ASSOCIATION

BY: [Signature]
JØEL C. SWEREN
Executive Vice President

To the Filing Officer: After this statement has been recorded please mail the same to:

NATIONWIDE TITLE COMPANY
1700 Reisterstown Road
Suite 236 - Pomona Square
Baltimore, Maryland 21208

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots Nos. 36, 44, 47, 52, 60 and 62, as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Mail to Nationwide Title

208194

TO BE RECORDED IN ~~XXXX XXXXXX~~ FINANCING RECORDS

 SUBJECT TO

 NOT SUBJECT TO

 RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

Kehoe Homes of Sunnyfield Estates, Inc.
 Name or Names—Print or Type
 7130 Minstrel Way, Suite 200, Columbia, MD 21045
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

Farmers First Bank
 Name or Names—Print or Type
 9 East Main Street, Lititz, PA 17543
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Exhibit "A", attached.

4. If above described personal property is to be affixed to real property, describe real property.

For Description of Real Property, see attached Exhibit "B".

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DATED: January 30, 1987

DEBTOR(S): Kehoe Homes of Sunnyfield Estates, Inc.

By: Walter A. Kehoe
(Signature of Debtor)

Walter A. Kehoe
President Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Farmers First Bank
(Company, if applicable)

By: Richard M. Cloney
(Signature of Secured Party)

Richard M. Cloney - Executive Vice President
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Francis R. Hunter, Jr., P.A.
7130 Minstrel Way, Suite 200-A, Columbia, MD 21045

Lucas Bros. Form F-1

45-1-2

EXHIBIT A

TO FINANCING STATEMENT

DEBTOR: Kehoe Homes of Sunnyfield Estates, Inc.
7130 Minstrel Way, Suite 200, Columbia, MD 21045

SECURED PARTY: Farmers First Bank
9 East Main Street, Lititz, PA 17543

DATED: January 30, 1987

All personal property owned by Debtor, or in which Debtor has an interest, including, but not limited to, all equipment, machinery, furniture and fixtures (together with all related attachments, accessories, equipment, tools and parts), any balances in any deposit accounts with Secured Party or its agents, all goods, inventory, instruments, monies, securities, documents, chattel paper, accounts, contract rights, leases, general intangibles, whether now owned or hereafter acquired, wherever located, and all the proceeds (including insurance proceeds) and products thereof.

EXHIBIT B
TO

FINANCING STATEMENT DATED January 30, 1987 ^{BOOK} 509 ^{PAGE} 170
DEBTOR: Kehoe Homes of Sunnyfield Estates, Inc.
SECURED PARTY: Farmers First Bank

JOHN E. HARMS, JR. AND ASSOCIATES, INC. Consulting Engineers - Architects - Surveyors

PASADENA, MARYLAND

1/28/87
JB/esm

OUTLINE DESCRIPTION
"SUNNYFIELD ESTATES"
PLAT 2 OF 2
FIFTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at Point No. 149 as shown on the outline of a plat entitled "SUNNYFIELD ESTATES", Plat 2 of 2, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 105, page 7, Plat No. 5432, running thence with and binding on the division line between the parcel now being described and the property of GEORGE C. DOUB, recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. 1841, folio 445, and Liber M.S.H. 2533, folio 524, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

(1) South 88 degrees 15 minutes 35 seconds West 1134.35 feet, thence leaving the aforesaid Doub Property and running with and binding on the easternmost line of "ARUNDEL HILLS", recorded among the aforementioned Plat Records in Plat Book 24, page 47, and the easternmost line of "ANDOVER", recorded among said plat records in Plat Book 19, page 49,

(2) North 04 degrees 18 minutes 24 seconds West 1262.19 feet to the southeasternmost right-of-way line of HAMMONDS LANE (forty (40) feet wide right-of-way), thence running with and binding on said right-of-way line,

(3) 106.00 feet along the arc of a curve to the left, having a radius of 820.00 feet, and being subtended by a chord of

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page two

North 66 degrees 40 minutes 10 seconds East 105.92 feet, and

(4) North 62 degrees 57 minutes 58 seconds East 507.11 feet to a point of intersection formed by the southeasternmost right-of-way line of HAMMONDS LANE with the southernmost right-of-way line of HOLYCROSS ROAD (twenty-two (22) feet wide right-of-way), thence leaving HAMMONDS LANE and running with and binding on the southernmost right-of-way line of HOLYCROSS ROAD,

(5) North 88 degrees 04 minutes 13 seconds East 351.55 feet, thence leaving HOLYCROSS ROAD and running with and binding on the division line between the parcel now being described and the property of LESTER A. HELFRICH, recorded among the aforementioned Land Records in Liber W.G.L. 3298, folio 12; the property of HENRY SCHWINN, recorded among said Land Records in Liber G.T.C. 1039, folio 79; the property of JACK L. CHILDRESS, recorded among said Land Records in Liber L.N.P. 1774, folio 532; the property of ROBERT L. HILKER, recorded among said Land Records in Liber L.N.P. 1676, folio 37; and the aforementioned property of GEORGE C. DOUB, recorded among said Land Records in Liber L.N.P. 1841, folio 445, and Liber M.S.H. 2533, folio 524,

(6) South 00 degrees 49 minutes 36 seconds West 75.67 feet,

(7) South 23 degrees 20 minutes 25 seconds East 328.95 feet,

(8) South 73 degrees 02 minutes 25 seconds East 430.03

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page three

feet, and

(9) South 11 degrees 55 minutes 20 seconds West 1027.49 feet to the point of beginning,

CONTAINING 1,734,075 square feet or 39.809 acres of land, more or less.

BEING all of the property shown on the certain plat designated as "SUNNYFIELD ESTATES", PLAT 2 OF 2, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 105, page 7, Plat No. 5432.

BEING also all of that parcel of land which by Deed dated October 28, 1939, and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 209, folio 35, was granted and conveyed by WILLIAM H. BOLTE and MARY BOLTE, his wife, to LESTER A. HELFRICH and MYRTLE D. HELFRICH, his wife.

SAVING and excepting from the above described parcel, certain parcels which are designated on said plat as Lots 117, 118, 119, the 6,000 square foot parcel to be added to the LESTER A. HELFRICH TRACT, and the proposed 40' Use In Common R/W, which are more particularly described as follows:

LOT 117

BEGINNING for the same at Point No. 214 on the southeasternmost side of a twenty (20) feet wide road widening strip adjacent to the southeasternmost right-of-way line of the

800 509 173
OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page four

aforementioned HAMMONDS LANE as shown on the aforementioned plat, running thence with and binding on the division line between the parcel now being described and Lot 119, the proposed 40' use in common R/W, Lot 118, Lot 100, Lots 102 through 104, Lot 106, and the 16,007 square feet, plus or minus, passive recreation area as shown on the aforementioned plat, leaving the southeasternmost side of the twenty (20) feet wide road widening strip, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

- (1) South 02 degrees 11 minutes 32 seconds East 331.61 feet,
- (2) South 23 degrees 53 minutes 40 seconds East 28.80 feet,
- (3) South 34 degrees 14 minutes 43 seconds West 40.00 feet,
- (4) South 02 degrees 14 minutes 22 seconds East 350.11 feet,
- (5) South 87 degrees 56 minutes 08 seconds West 135.29 feet, and
- (6) North 02 degrees 11 minutes 32 seconds West 671.79 feet to the southeasternmost side of the twenty (20) feet wide road widening strip, thence running with and binding on the southeasternmost side of said widening strip,
- (7) North 62 degrees 57 minutes 58 seconds East 163.21

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page five

feet to the point of beginning,

CONTAINING 100,166 square feet or 2.299 acres of land, more or less.

LOT 118

BEGINNING for the same at Point No. 107, said point being located on the easternmost side of Lot 117 as shown on the aforementioned plat, running thence with and binding on the division line between the parcel now being described and Lot 117, the proposed 40' Use In Common R/W, THE CONSOLIDATED GAS, ELECTRIC LIGHT AND POWER COMPANY OF BALTIMORE 150 feet wide easement, the 25,889 square feet, plus or minus, recreation area, and Lot 100, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

- (1) North 34 degrees 14 minutes 41 seconds East 28.75 feet,
- (2) North 87 degrees 48 minutes 28 seconds East 154.56 feet,
- (3) North 58 degrees 51 minutes 41 seconds East 13.03 feet,
- (4) South 10 degrees 01 minutes 20 seconds East 75.08 feet,
- (5) South 79 degrees 58 minutes 37 seconds West 16.93 feet,
- (6) South 10 degrees 01 minutes 20 seconds East 209.64

BOOK 509 PAGE 175

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page six

7) South 87 degrees 45 minutes 39 seconds West 204.84 feet, and

(8) North 02 degrees 14 minutes 22 seconds West 255.11 feet to the point of beginning,

CONTAINING 52,716 square feet or 1.210 acres of land, more or less.

LOT 119

BEGINNING for the same at Point No. 214 on the southeasternmost side of a twenty (20) feet wide road widening strip adjacent to the southeasternmost right-of-way line of the aforementioned HAMMONDS LANE as shown on the aforementioned plat, running thence with and binding on the southeasternmost side of said widening strip, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

(1) North 62 degrees 57 minutes 58 seconds East 54.26 feet to a point of intersection formed by the southeasternmost side of the twenty (20) feet wide road widening strip with the westernmost right-of-way line of SUNNYFIELD LANE (sixty (60) feet wide right-of-way), thence running with and binding on said right-of-way line,

(2) South 72 degrees 02 minutes 00 seconds East 35.36 feet,

(3) South 27 degrees 02 minutes 02 seconds East 308.37 feet, and

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page seven

(4) 20.07 feet along the arc of a curve to the left, having a radius of 280.00 feet, and being subtended by a chord of South 29 degrees 05 minutes 08 seconds East 20.06 feet, thence leaving SUNNYFIELD LANE and running with and binding on the division line between the parcel now being described, the proposed 40' Use In Common R/W, and Lot 117,

(5) South 58 degrees 51 minutes 36 seconds West 83.26 feet,

(6) South 87 degrees 48 minutes 28 seconds West 148.20 feet, and

(7) North 02 degrees 11 minutes 32 seconds West 327.42 feet to the point of beginning,

CONTAINING 52,746 square feet or 1.211 acres of land, more or less.

6,000 SQUARE FOOT PARCEL TO BE ADDED
TO THE LESTER A. HELFRICH TRACT

BEGINNING for the same at Point No. 13 on the southernmost right-of-way line of HOLYCROSS ROAD (twenty-two (22) feet wide right-of-way), as shown on the outline of the aforementioned plat, running thence with and binding on the division line between the parcel now being described and the LESTER A. HELFRICH PROPERTY, recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3298, folio 12, Lot 58, and the 5,819 square foot recreation area, leaving the southernmost right-of-way line of

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

Page eight

HOLYCROSS ROAD, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

- (1) South 00 degrees 49 minutes 36 seconds West 75.67 feet,
- (2) North 63 degrees 31 minutes 51 seconds West 90.40 feet,
- (3) South 62 degrees 57 minutes 57 seconds West 37.87 feet, and
- (4) North 10 degrees 01 minutes 20 seconds West 49.14 feet to the aforementioned right-of-way line of HOLYCROSS ROAD, thence running with and binding on said right-of-way line,
- (5) North 88 degrees 04 minutes 13 seconds East 124.38 feet to the point of beginning,

CONTAINING 6,000 square feet or 0.138 acres of land, more or less.

PROPOSED 40' USE IN COMMON

RIGHT-OF-WAY/UTILITY EASEMENT

BEGINNING for the same at Point No. 139 on the westernmost end of a proposed 40 feet wide Use In Common Right-of-Way as shown on the aforementioned plat, running thence with and binding on the division line between the parcel now being described and Lots 117 and 119, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

- (1) North 23 degrees 53 minutes 40 seconds West 28.80

OUTLINE DESCRIPTION SUNNYFIELD ESTATES PLAT 2 OF 2

509 178

Page nine

feet,

(2) North 02 degrees 11 minutes 32 seconds West 4.19 feet,

(3) North 87 degrees 48 minutes 28 seconds East 148.20 feet, and

(4) North 58 degrees 51 minutes 36 seconds East 83.26 feet to a point on the westernmost right-of-way line of SUNNYFIELD LANE (sixty (60) feet wide right-of-way), thence running with and binding on said right-of-way line,

(5) 40.14 feet along the arc of a curve to the left, having a radius of 280.00 feet, and being subtended by a chord of South 35 degrees 14 minutes 47 seconds East 40.10 feet, thence leaving said right-of-way line and running with and binding on the division line between the parcel now being described, THE CONSOLIDATED GAS, ELECTRIC LIGHT AND POWER COMPANY OF BALTIMORE 150 feet wide easement, and Lot 118,

(6) South 58 degrees 51 minutes 36 seconds West 96.45 feet, and

(7) South 87 degrees 48 minutes 28 seconds West 154.56 feet to a point on the division line between the parcel now being described and Lot 117, thence running with and binding on said division line,

(8) North 34 degrees 14 minutes 43 seconds East 11.25 feet to the point of beginning,

CONTAINING 9,501 square feet or 0.218 acres of land, more or less.

Mailed to Secured Party

TO BE RECORDED AMONG THE LAND RECORDS

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i

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland for filing pursuant to the Uniform Commercial Code.

<u>NAME OF SECURED PARTY</u>	<u>ADDRESS</u>
1. Annapolis Federal Savings and Loan Association	140 Main Street Annapolis, Maryland 21401

<u>NAME OF DEBTOR</u>	<u>ADDRESS</u>
2. SAINT ANDREW'S UNITED METHODIST CHURCH OF ANNAPOLIS	4 Wallace Manor Road Annapolis, Maryland 21401

3. This Financing Statement covers the following items of property:
All equipment and fixtures located at 4 Wallace Manor Road, Annapolis, Maryland, 21401.

4. This Financing Statement is not subject to a Recordation Tax.

5. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a deed of trust from the aforesaid debtors securing the aforesaid secured party, dated January 27, 1987 and recorded simultaneously herewith (or prior hereto) among the Land Records of Anne Arundel County, Maryland.

EXECUTED THIS 27th day of January, 1987.

WITNESS OR ATTEST:

[Signature]
[Signature]

SAINT ANDREW'S UNITED METHODIST CHURCH OF ANNAPOLIS, a Maryland corporation

By: [Signature] (SEAL)
Rodney W. Ord, Chairman of the Board of Directors and Trustee

By: [Signature] (SEAL)
Ernest B. Loker, Chairman of the Board of Trustees

ATTEST:

[Signature]

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

By: [Signature]
Anthony H. deVeau, Sr. Vice President

Mailed to Secured Party

0350B

12 30

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. _____ Page No. 451/178 RECORD FEE 10.00
Identification No. 243145 Dated June 8, 1986 POSTAGE .50

1. Debtor(s) { Delbert Harry Brooks, Jr.
Name or Names—Print or Type
7424 Furnace Branch Road Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

2. Secured Party { Baltimore American Savings and Loan Association, Inc.
Name or Names—Print or Type
4023 Annapolis Road, Baltimore, Maryland 21227
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

#43163 COSS 001 713411
JAN 28 87

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: All</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>



Dated: June 10, 1986
Baltimore American Savings and Loan Association, Inc.
Name of Secured Party
Signature of Secured Party: Pearl J. Rogers
Type or Print (Include Title if Company): President

Lucas Bros. Form T-1

1050

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247711

RECORDED IN LIBER. EAC462 FOLIO 537 ON June 10, 1983 (DATE)

1. DEBTOR

Name Michael & Jacqueline Allen
Address 784 Canvasback Court Arnold, MD 21012

2. SECURED PARTY

Name Second National Building & Loan, Inc.
Address P. O. Box 2558, Salisbury, Maryland 21801-2558

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

STAMP: JUN 10 1983 J.P. CLERK

Second National Building & Loan, Inc.

Mailed to Secured Party

Dated 11-10-86

Debbie Bailey
(Signature of Secured Party)

Type or Print Above Name on Above Line

Debbie Bailey
Assistant Vice President

10/10/86

509-182

not used

3-4-87

200106

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

BOOK 509 PAGE 183

March 2nd 1987

The underlying secured transaction being publicized by this Security Agreement and Financing Statement is not subject to the Recordation Tax imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, as amended.

Debtor:

CALVERT PROPERTY ANNAPOLIS
LIMITED PARTNERSHIP, a
Virginia limited partnership

Address:

12658-60A Lake Ridge Drive
Woodbridge, Virginia 22192

LOAN FEE 26.00
LATE FEE 1.50
REGISTRATION FEE 11.00
TOTAL 38.50

Secured Party:

THE NATIONAL BANK OF WASHINGTON, 4340 Connecticut Avenue, N.W.
a national banking association Washington, D.C. 20008



1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Note of even date herewith in the amount of Two Million Five Hundred Fifty Thousand Dollars (\$2,550,000.00) from Debtor, as Maker, payable to Secured Party. The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to Howard G. Dymond and Constance Britt, as Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, beyond any applicable notice and cure periods, such default shall constitute a default under this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust.

26

- 2 -

All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not (but not including any property leased by the Debtor in connection with the operation of the Premises); and

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees

and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

(c) All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of all or any portion of the Premises if such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds are covered by this Security Agreement and Financing Statement.

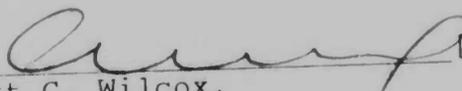
6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

WITNESS:

DEBTOR:

CALVERT PROPERTY ANNAPOLIS LIMITED PARTNERSHIP, a Virginia limited partnership



 [SEAL]
Robert C. Wilcox,
Authorized General Partner

[ADDITIONAL SIGNATURES FOLLOW]



WITNESS:

SECURED PARTY:

THE NATIONAL BANK OF WASHINGTON,
a national banking association

Thomas E. Schubert

By:

Graydon E. Vann, Jr.
Vice President

TO THE FILING OFFICER: After this Security Agreement and
Financing Statement has been recorded, please return the same
to:

Jones, Day, Reavis & Pogue
655 15th Street, N.W.
Suite 600
Washington, D.C. 20005
Attn: Thomas E. Schubert, Esquire

Exhibit "A"

DESCRIPTION OF 1.390 ACRES

BOOK 509 PAGE 187

BEGINNING for the same at an iron pipe found at the point of intersection of the southeastern right-of-way line of Riva Road, as described in the deed from the Trustees of Edwards Chapel Methodist Church to Anne Arundel County, Maryland recorded in Liber 2399 at folio 107 and the line of division between the property herein being described and the land conveyed by James M. Hightower, et al. to Annapolis-West Limited Partnership by deed dated April 23, 1984 and recorded in Liber 3726 at folio 433; thence binding on said line of division

1. South $63^{\circ}14'06''$ East 79.22 feet to an iron pipe found on the line of the Parole Shopping Center, Limited Partnership Corp., recorded in Liber WGL 2920 at Folio 238; thence with three (3) lines common to said Parole Shopping Center:
2. South $06^{\circ}55'47''$ West 125.86 feet to an iron pipe found,
3. South $75^{\circ}40'46''$ East 160.48 feet to an iron pipe found, and
4. South $07^{\circ}19'43''$ West 100.07 feet to a P-K nail found; thence
5. North $75^{\circ}49'54''$ West 460.76 feet to an iron pipe found; said course being common in part with the aforesaid Parole Shopping Center and in part with the St. Constantine and Helen Greek Orthodox Church, Inc. property, acquired by deed dated October 9, 1950 from Nicholas J. Mandris and wife, Helen Mandris, said deed recorded in Liber 593 at Folio 423; thence binding on the aforesaid southeastern right-of-way line of Riva Road 36.41 feet along the arc of curve to the right, said curve having a radius of 6658.16 feet and subtended by a chord bearing
6. North $54^{\circ}10'16''$ East 36.41 feet to a point; thence 200.33 feet along the arc of a second curve to the right, said curve having a radius of 6678.16 feet and subtended by a chord bearing
7. North $53^{\circ}09'18''$ East 200.32 feet to a point; thence continuing with said right-of-way line
8. North $52^{\circ}17'44''$ East 74.14 feet to the point of beginning.

CONTAINING 1.390 acres.

BEING the three parcels of land conveyed by the Trustees of Edwards Chapel Methodist Episcopal Church to Rochecorbon, Inc. by deed dated December 29, 1982 and recorded in Liber 3549 at Folio 354; said three parcels having been consolidated by a survey by Clarence H. Miller in July of 1983.

and said three parcels being described as follows:

PARCEL NO. 1

BOOK 509 PAGE 188

BEGINNING FOR THE SAME at the end of the third line of a tract of land conveyed to George W. Cole by Anne S. Owens and husband by Deed dated August 11, 1893 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 44, Folio 324 and running thence south sixty-eight degrees east one hundred and thirty-five feet, thence, north twenty and one-half degrees east one hundred and sixteen feet to the Old Ferny Road, thru on line of road south fifty-six degrees forty-five minutes west 213.75 feet to place of beginning.

PARCEL NO. 2

BEGINNING FOR THE SAME at a post now planted on the northwest corner of lot now owned by W.H. Woods, thence following line of said lot South thirteen degrees fifteen minutes west, three hundred and seventy-two feet four inches, thence north sixty-nine degrees forty minutes west one hundred and eight feet four inches to the lot now owned by the one Church, thence following line of said lot north Eighteen degrees twenty-five minutes east one hundred and eighty-four feet to the public road leading to South River, thence following same north fifty-seven degrees eighty minutes each two hundred and thirty feet eight inches to the point of beginning. Containing one acre of land more or less.

PARCEL NO. 3

BEGINNING FOR THE SAME at a fence post found at the end of the first line of the description contained in the Deed dated July 31, 1907 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 53, Folio 363, whereby the land was conveyed by M. Frank Sears, et al. to the Trustees of Edward Chapel Methodist Episcopal Church, said post being also at the beginning of the North 7 degree East 381 foot line of the description contained in the Deed dated July 31, 1942 and recorded among the Land Records of the County aforesaid, in Liber J.H.H. No. 266, Folio 24, whereby the property was conveyed by Ruth Virginia Lee and Husband to Wilfred T. Azar and wife, thence running with the last line mentioned, North 7 degrees East 100.00 feet to an iron pipe there set; thence running across the land of the Grantors of which the land hereby conveyed is a part, South 75 degrees 43 minutes 30 seconds East 160.32 feet to an iron pipe set in the South 7 degrees 15 minutes West 250 foot line of the hereinbefore mentioned conveyance from Lee to Azar, thence running with said last mentioned line South 7 degrees 11 minutes 20 seconds West 100 feet to an iron pipe set in the divisional fence line dividing the property hereby conveyed from that immediately adjoining thereto on the South, thence running with said divisional fence, North 75 degrees 42 minutes 30 seconds West 160 feet to the point of beginning. Containing 0.368 acre of land more or less. Th bearings in the above description are referred to the magnetic meridian of 1907. All as shown on drawing prepared by Shelley and Pantaleo, Registered Professional Engineers and Land Surveyors, entitled "Plat Showing Properties being acquired by Trustees of Edward Chapel M.E. Church and Wilfred T. Azar and wife" and dated January 1946.

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 20,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Pleasant Plains Turf Farm, Inc.

1839 Pleasant Plains Road
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

- 1 John Deere Tractor 4220 Diesel, dual tires
- 1 Trojan Front-end Loader

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORDING FEE 11.00
 RECORD TAX 140.00
 POSTAGE .50
 #2007A 0055 RD2 115:12
 MAR 5 87

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Pleasant Plains Turf Farm, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *Millard B. Horton, Jr.*
Millard B. Horton, Jr.

BY *[Signature]*

Type or print names under signatures

Mailed to Secured Party

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

TMS:lw
12/18/86
16/Statement

BOOK 509 PAGE 190

A-110916
Anne Arundel F/R 548

TO BE RECORDED IN:

206107

Land Records of Anne Arundel County
Financing Records of Anne Arundel County
State Department of Assessments and Taxation

Not Subject to
Recordation Tax

Date: December 18, 1986

The appropriate amount of documentary stamps are affixed to a Purchase Money Wrap-Around Second Mortgage given to secure a loan of Five Hundred Thousand Dollars (\$500,000.00), recorded or to be recorded among the Land Records of Anne Arundel County, State of Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtors:

Address of all Debtors:

Fotis Zografos

204 E. Joppa Road, Apt. 217,
Towson, Maryland 21204

Joan Zografos

3700 Cassen Road,
Randallstown, Maryland 21133

Prodromos Stamidis and
Ekaterina Stamidis, his wife

415 S. Newkirk Street
Baltimore, Maryland 21224

Promouzis Stamidis and
Ghesthimani Stamidis, his wife

431 Bonsal Street
Baltimore, Maryland 21224

Stanley Stamidis and
Potini Stamidis, his wife

417 S. Newkirk Street
Baltimore, Maryland 21224

Alpha Holding Corporation, Inc.,
a Maryland corporation,

6905 Ritchie Highway,
Glen Burnie, Maryland 21061

2. Secured Parties:

Address of all Secured Parties:

Joseph M. Swartz and
Louis Cohen

2 Bouton Green, Village of Cross
Keys, Baltimore, Maryland 21210

3. This Financing Statement covers:

All of those fee simple lots or parcels of ground and premises situate, lying and being in Anne Arundel County, State of Maryland, and being more fully described in the Exhibit "A" attached hereto and made a part hereof and more commonly known as 6905 Ritchie Highway, Glen Burnie, Maryland 21061, together with all buildings and other improvements now or hereafter erected thereon and all the rights, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining and further together with all fixtures of every kind and nature which now or hereafter may be attached to or used in connection with said land, buildings, or improvements, including, but not by way of limitation, all heating, plumbing and electrical fixtures, heat regulators, hot water heaters, oil burners, stokers, furnaces, window shades, awnings, storm and screen sashes, and doors, all the rents, issues, and profits thereof, and all the estate, right, title, interest, use, claim and demand whatsoever now or hereafter obtained by the Debtors, or any of them, in any of the above described property; and further, together with all of the personal property, chattels, equipment and machinery (the "personal property") listed on the attached Schedule of Personal Property and Chattels and all additions, substitutions and replacements to the same, and all right, title and interest of the Guarantors, or any of them, in and to that certain Class B Restaurant, Beer, Wine and Music License listed on the attached Schedule of Personal Property and Chattels and all renewals, replacements, extensions and modifications of the same, it being mutually understood and agreed that the personal property, chattels and license are part and parcel of the realty (whether affixed to the realty or not) and shall, for the purposes of this Financing Statement, be deemed conclusively to be real estate and covered by the lien of this Financing Statement.

JP
2

IMS:lw
12/18/86
16/Statement

BOOK 509 PAGE 191

4. The proceeds of the collateral are covered by this Financing Statement.
5. The products of the collateral are covered by this Financing Statement.

Debtors' Signatures:

[Signature]
Fotis Zografos

[Signature]
Joan Zografos

[Signature]
Prodromos Stamidis

[Signature]
Ekaterini Stamidis, his wife

[Signature]
Promouzis Stamidis

[Signature]
Gesthimani Stamidis, his wife

[Signature]
Stanley Stamidis

[Signature]
Fotini Stamidis, his wife

and

Alpha Holding Corporation, Inc.

By: [Signature]
President

Secured Party Signatures:

[Signature]
Joseph M. Swartz

[Signature]
Louis Cohen

TO THE FILING OFFICER: After this Financing Statement has been recorded, please mail the same to: Irwin M. Sussman, Esquire, Suite 408 Chesapeake Building, 305 W. Chesapeake Avenue, Towson, Maryland 21204.

Exhibit A BOOK 509 PAGE 192
PAGE 1 OF 1

BOOK 3454 PAGE 571

RONALD W. JOHNSON ASSOC., INC.

Consulting Engineers • Land Planners

301-269-1315

PARCEL TO BE CONVEYED BY
RITCHIE ASSOCIATES TO
JOSEPH SWARTZ AND LOUIS COHEN
August 1981

Beginning for the same at an iron pipe found at the end of the third South 83° 36' 10" East 43.00 foot line of the 0.2037 acre parcel conveyed by ALLAN L. BERMAN and others, trading as RITCHIE ASSOCIATES, to JOSEPH SWARTZ and LOUIS COHEN, by deed dated February 28, 1979 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3183 folio 412, THENCE running along and binding on the fourth line of said conveyance (1) North 06° 23' 50" East 135.10 feet to a P.K. nail set at the end thereof, at an intersection with the Southernmost line of the 2.8987 acre parcel conveyed to the IRVAL CORPORATION; THENCE running along and binding on a portion of the said Southernmost line (2) South 83° 36' 10" East 60.00 feet; THENCE leaving said line and conveyance and running through a portion of the whole tract of RITCHIE ASSOCIATES (3) South 06° 23' 50" West 135.10 feet; (4) North 83° 36' 10" West 60.00 feet to the place of beginning, containing 0.1861 acres of land, more or less.

Being a portion of the land conveyed by DONALD P. OBRECHT and others to ALLAN L. BERMAN and others, trading as RITCHIE ASSOCIATES, by deed dated July 22, 1965 and recorded among the land records in Liber L.N.P. 1887 folio 405.

The said Allan L. Berman departed this life on or about September 28, 1977, thereby vesting title in the Co-Personal Representatives named in his Last Will and Testament which is recorded in the Office of the Register of Wills for Baltimore County in Wills Docket No. 163 folio 256 (See also Estate Docket No. 41-folio 355, File No. 41184).

Suite 205 • 111 Chinquapin Round Road • Annapolis, Maryland 21401

0.0612 ACRE PARCEL - EAST OF GOVERNOR RITCHIE HIGHWAY, SOUTH
OF DOVER ROAD, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY,
MARYLAND.

Beginning for the same at the end of the second line of the 0.3672 acre parcel conveyed by Ritchie Associates to Midas Realty Corp. by deed dated November 27, 1967, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2152, Page 444, running thence and binding on the third line of said conveyance: (1) northerly by a curve to the left with the radius of 2621.64 feet, the distance of 80.00 feet, which arc is subtended by a chord bearing N 06 degrees 22 minutes 14 seconds W 80.00 feet, to the end of the second line of the 0.2037 acre parcel leased by Ritchie Associates to White Coffee Pot County Restaurants, Inc. by First Lease Amendment to deed dated January 19, 1968, and recorded among said Land Records in Liber 2152, Page 477, thence binding on the third line of said 0.2037 acre parcel (2) S 83 degrees 36 minutes 10 seconds E 43.00 feet to the end of said third line, thence (3) S 06 degrees 23 minutes 50 seconds W 78.02 feet and (4) N 83 degrees 36 minutes 10 seconds W 25.32 feet to the place of beginning.

Containing 0.0612 of an acre of land.

Exhibit "A"
PAGE 2 OF 2

radius of 2621.64 feet, the distance of 140.00 feet, the chord of said arc being S 08° 46' 28" E 139.98 feet, to a 3/4 inch pipe heretofore set in the last or N 83° 36' 10" W 205.00 foot line of the 0.3672 acre parcel described in the Agreement of Lease between Allan L. Berman and others, trading as Ritchie Associates, and Midas Realty Corporation, dated November 27, 1967, and recorded among said Land Records in Liber M.S.H. 2152, page 444, thence binding reversely on a part of said last line, (2) S 83° 36' 10" E 5.00 feet to a 3/4 inch pipe heretofore set at the beginning thereof, thence running for new lines of division two courses: (3) S 83° 36' 10" E 43.00 feet, and (4) N 06° 23' 50" E 135.10 feet to a point in the third line of the land first herein referred to, and thence binding reversely on part of said third line, (5) N 83° 36' 10" W 84.64 feet to the place of beginning.

Containing 0.2037 of an acre of land.

Being a part of the land conveyed by Donald F. Obrecht and others to Allan L. Berman and others, co-partners trading as Ritchie Associates, by deed dated July 22, 1965, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1887, page 405.

LIBER 3183 PAGE 423

Exhibit A
Page 1 of 2DESCRIPTION

0.2037 ACRE PARCEL, PART OF PROPERTY OF ALLAN L. BERMAN
AND OTHERS, EAST OF GOVERNOR RITCHIE HIGHWAY,
SOUTH OF DOVER ROAD, FIFTH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a 3/4 inch pipe heretofore set in the third or S 83° 36' 10" E 495.70 foot line of the 2.8987 acre parcel conveyed by Allan L. Berman and others, trading as Ritchie Associates, to Irvail Corporation, by deed dated November 6, 1967 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2124, page 439, at the distance of 200.00 feet, as measured along said line from the 3/4 inch pipe heretofore set at the beginning thereof and on the east side of Governor Ritchie Highway, 150 feet wide, said beginning point being at the end of the third or northerly 140.00 foot line of the 0.6203 acre parcel described in the Agreement of Lease between Allan L. Berman and others, trading as Ritchie Associates, and White Coffee Pot Juniors, Inc., and others, dated January 19, 1968, and recorded among said Land Records in Liber M.S.H. 2152, page 477, running thence binding reversely on said last mentioned third line (1) southerly, by a curve to the right with the

tended by a chord bearing N 08°46'28" W 139.98 feet to a 3/4 inch pipe set,
and (4) N 83°36'10" W 200.00 feet to the place of beginning.

Containing 0.6203 of an acre of land.

Being a part of the land conveyed by Donald F. Obrecht and others
to Allan L. Berman and others, co-partners trading as Ritchie Associates,
by deed dated July 22, 1965 and recorded among the Land Records of Anne
Arundel County in Liber L, N. P. 1887, Page 405.

Exhibit A
PAGE 1 OF 2

DESCRIPTION

0.6203 ACRE PARCEL, PART OF PROPERTY OF ALLAN L. BERMAN AND OTHERS, EAST SIDE OF GOVERNOR RITCHIE HIGHWAY, SOUTH OF DOVER ROAD, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Beginning for the same at a 3/4 inch pipe set on the east side of Governor Ritchie Highway, as laid out one-hundred-and-fifty feet wide and as referred to in the deed from The First National Bank of Baltimore, Trustee, and others, to Donald F. Obrecht and others, dated February 23, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 814, Page 509, at the distance of 187.90 feet, as measured southerly along said east side of Governor Ritchie Highway and along a part of the last line of the land described in said deed from the beginning of said line, and running thence, binding on the east side of said Governor Ritchie Highway and on a part of said last line, and referring the courses of this description to the Grid Meridian of the Maryland Coordinate System, (1) southerly, by a curve to the right with the radius of 2621.64 feet, the distance of 140.00 feet, which arc is subtended by a chord bearing S 08°46'28" E 139.98 feet to a 3/4 inch pipe set; thence leaving said Governor Ritchie Highway and running for new lines of division the three following courses and distances: (2) S 83°36'10" E 200.00 feet to a 3/4 inch pipe set, (3) northerly, by a curve to the left with the radius of 2621.64 feet, the distance of 140.00 feet, which arc is sub-

SCHEDULE OF PERSONAL PROPERTY AND CHATTELS
Located at 6905 Ritchie Highway
Glen Burnie, Maryland

SIGNS

- 1 PYLON SIGN
- 2 SETS OF ENTER AND EXIT SIGNS

DINING ROOM

- 4 10 SEATER TABLE BOOTHS
- 39 4 SEATER TABLE BOOTHS
- 6 CHAIRS - MATE - HUNT
- 4 WAITRESS STATIONS
- 9 HIGH CHAIRS - HUNT
- 6 BOOSTER CHAIRS - HUNT
- 11 LIGHTED PICTURE FRAMES
- 2 TRANSPARENCY PICTURE BOXES
- 1 AUTOMATIC COIN PLAYER PIANO - GORDON LAUGHEAD - SER. #29252
- 1 DISPLAY CASE
- 1 FUN MIRROR
- 1 SALAD BAR W/LITES
- 6 TIFFANY LAMPS (CHANDELIERS)
- 1 5' - 2 HOLE TRASH CABINET

VESTIBULE - EXIT

- 2 TRANSPARENCY PICTURE BOXES
- 2 BENCHES - SETEE

WORK AREA

- 1 COUNTER
- 1 S/S HAND SINK
- 1 CASH REGISTER - SWEDA - MODEL #2100, SER. #001009134
- 2 CHROME BEER DOME DISPENSERS
BEER SYSTEM LINE
- 1 DUNHILL REFRIGERATED CABINET W/3 DOORS, MODEL G5064E-SC-UL,
SER. #135529
- 1 NCR CASH REGISTER - #250-5500 - SER. #12588082
- 1 NCR CASH REGISTER - #2135-5530 - SER. #11955078
- 1 ANETS DOUGH SHEETER - #MDR-61 - SER. #14060-77
- 3 UPRIGHT SHELVING RACKS
- 1 JORDAN DOUBLE DOOR UPRIGHT FREEZER AKT-40-FA, SER. #C1240176K
- 1 ICE BIN ON CASTERS - 21" x 22"
- 1 3 SHELF S/S GLASS RACK HOLDER - 20" x 36"
- 1 SLOP SINK - 2' x 22"
- 1 MIDDLEBY-MARSHALL REVOLVING PIZZA OVEN #K-751
- 1 BUN-O-MATIC COFFEE MACHINE
- 1 VICTORY UPRIGHT REFRIGERATOR & FREEZER COMBINATION
ON CASTERS
- 1 DUNHILL STEAMTABLE W/DRAWERS #FGW-600
- 2 GENERAL ELECTRIC ROLL WARMERS #CFO 21
- 1 MAGIC KITCHEN CHAR-BROILER #RBM 30 - SER. #17528
- 1 KEATING FRYER #14AA
- 1 FRYMASTER FRYER MOD. #5-1C
- 1 EXHAUST HOOD W/SPRINKLER SYSTEM

- 2 MICROWAVE OVENS - MAGIC CHEF - MOD. MW-619-5P; M-61A-7P
- 1 S/S TABLE W/ SHELF - 4' x 2'
- 9 CROSSCOR HEAT LAMPS
- 1 DOUBLE DOOR RAETONE FREEZER - AF-47-52 - SER. #G4072R131
- 1 STAR METAL REF. PREP TABLE #PTS 30S
- 1 EXHAUST FAN - JENN-AIR #242 LVR
- 2 MAKE UP AIR FANS - ARTIC CIRCLE #82A970A
- 1 POSTERLOID LIGHTED MENU SIGN
- 3 UTILITY CARTS ON CASTERS

KITCHEN

- 1 THREE COMPARTMENT SINK
- 1 S/S/ TABLE W/SHELF ON CASTERS - 30" x 36"
- 1 S/S/ TABLE W/ DRAWER ON CASTERS - 23" x 23"
- 1 HOBART ELECTRIC SLICER
- 1 AMERICAN DISH WASHER #AFW - SER. #9147
- 1 SHELF 7' x 12"
- 1 S/S TABLE W/SHELF, DRAWER, CAN OPENER - 7' x 31"
- 1 S/S TABLE W/SHELF - 48" x 30"
- 7 UPRIGHT SHELVING RACKS
- 2 BUCKSCO RACKS ON CASTERS
- 1 ACCU-WEIGH SCALE ON STAND
- 1 BALLY WALK-IN REFRIGERATOR - SER. #73564
- 1 SCOTSMAN ICE MACHINE #MF5WE7A - SER. #3P156822
- 1 SLOP SINK
- 1 CINCINNATI TIME CLOCK AND RACKS
- 1 EXHAUST HOOD
- 1 KIDDIE FIRE SYSTEM
- 1 QUALHEIM CUTTER #440-
- 1 GARLAND 6 BURNER & OVEN COMBINATION

BREAK ROOM

- 1 UPRIGHT SHELVING RACK

BASEMENT

- 1 TWO BURNER STOVE - U.S. RANGE #RHPH 212
- 1 STAR FRENCH FRY HOLDING TRAY W/2 HEAT LAMPS
- 6 DUNNAGE RACKS
- 5 UPRIGHT RACKS
- 1 BALLY WALK-IN FREEZER; PLUS 3 DUNNAGE RACKS & 4 UPRIGHT SHELVES
- 2 COMPRESSORS ON STANDS
- 1 RUBBERMAID UPRIGHT RACK ON CASTERS
- 3 SECTION WOODEN SHELVING RACKS
- 1 BUCKSCO RACK ON CASTERS
- 1 BALLY REFRIGERATOR WALK-IN BEER BOX W/2 DUNNAGE RACKS
- 2 LADDERS

STORAGE ROOM

- 2 UPRIGHT RACKS & 2 DUNNAGE RACKS & DOUBLE WOODEN SECTION RACK

OFFICER (MANAGER)

- 1 SAFE - AMSEC - SW #54331
- 1 SHARP ELECTRIC CALCULATOR - #CS-1153

IMS/TD
5/20/83
1/Swaco

BOOK 509 PAGE 200

- 2 FILE CABINETS
- 1 DESK
- 1 CHAIR
- 1 STORAGE CABINET
- 2 SETS OF LOCKERS - 6 & 8 DRAWERS
- 1 APECO COPY MACHINE

OFFICE (SECOND)

- 4 FILE CABINETS - LETTER SIZE
- 1 DESK
- 1 CHAIR
- 1 ROYAL ELECTRIC CALCULATOR - MODEL #100P

OFFICE (PRIVATE)

- 2 DESKS
- 3 CHAIRS

MISC.

- 4 FIRE EXTINGUISHERS
- 1 FILTER CLEANER - MIES
- 4 CUP DISPENSERS
- 1 ICED TEA MACHINE
- 8 VALANCE LITED BOXES
- 3 PAPPY STAINED GLASS WINDOWS (MUST BE REMOVED)
- 3M MUSIC SOUND SYSTEM W/MIKE
- 2 MENU BOARDS
- 1 PERMAGLASS HOT WATER HEATER - A.O. SMITH
- SMALLWARE - POTS, PANS, PIZZA TRAYS, UTENSILS, DISHES
- TRASH CANS, ETC.

CLASS B RESTAURANT, BEER, WINE AND MUSIC LICENSE NO. BWL - 0334
AND ALL RENEWALS, REPLACEMENTS, EXTENSIONS AND MODIFICATIONS TO
THE SAME.

IMS:lw
12/18/86
16/Statement1

H-110916 my
Anne Arundel T/R 44150

TO BE RECORDED IN:

BOOK 509 PAGE 201

200193

Land Records of Anne Arundel County
Financing Records of Anne Arundel County
State Department of Assessments and Taxation

Not Subject to
Recordation Tax

Date: December ¹⁴1986, 1986

The appropriate amount of documentary stamps are affixed to a Purchase Money Wrap-Around Second Mortgage given to secure a loan of Five Hundred Thousand Dollars (\$500,000.00), recorded or to be recorded among the Land Records of Anne Arundel County, State of Maryland, and given as security for the same loan.

FINANCING STATEMENT

- | <u>1. Debtors:</u> | <u>Address of all Debtors:</u> |
|---|--|
| Bouyoukas Corporation | 6905 Ritchie Highway,
Glen Burnie, Maryland 21061 |
| Konstantinos Bouyoukas | 707 Radnor Court,
Glen Burnie, Maryland 21061 |
| Fotis Zografos | 204 E. Joppa Road, Apt. 217,
Towson, Maryland 21204 |
| Joan Zografos | 3700 Cassen Road,
Randallstown, Maryland 21133 |
| Prodromos Stamidis and
Ekaterina Stamidis, his wife | 415 S. Newkirk Street
Baltimore, Maryland 21224 |
| Fromouzis Stamidis and
Ghesthimani Stamidis, his wife | 431 Bonsal Street
Baltimore, Maryland 21224 |
| Stanley Stamidis and
Fotini Stamidis, his wife | 417 S. Newkirk Street
Baltimore, Maryland 21224 |
| Alpha Holding Corporation, Inc.,
a Maryland corporation, | 6905 Ritchie Highway,
Glen Burnie, Maryland 21061 |
-
- | <u>2. Secured Parties:</u> | <u>Address of all Secured Parties:</u> |
|-------------------------------------|---|
| Joseph M. Swartz and
Louis Cohen | 2 Bouton Green, Village of Cross
Keys, Baltimore, Maryland 21210 |
3. This Financing Statement covers:
- 100 Shares of the Common Stock of the Bouyoukas Corporation, without par value, evidenced by Certificate #1 dated July 29, 1983 issued to Konstantinos Bouyoukas.
- Class B, Restaurant, Beer, Wine and Music Licenses issued to Bouyoukas Corporation, Number: BWL 0334 and all renewals, replacements, extensions and modifications of the same.
- The property is used in conjunction with all of those fee simple lots or parcels of ground, buildings and improvements, situate, lying and being in Anne Arundel County, State of Maryland, more fully described in the Exhibit "A" attached hereto and made a part hereof and more commonly referred to as 6905 Ritchie Highway, Glen Burnie, Maryland 21061.
4. The proceeds of the collateral are covered hereunder.
5. The products of the collateral are covered hereunder.

Debtors' Signatures:

Bouyoukas Corporation

By: [Signature]
Konstantinos Bouyoukas,

[Signature]
Konstantinos Bouyoukas

[Signature]
Fotis Zografos

[Signature]
Joan Zografos

[Signature]
Prodromos Stamidis

[Signature]
Ekaterini Stamidis, his wife

[Signature]
Fromouzis Stamidis

[Signature]
Ghesthimani Stamidis, his wife

[Signature]
Stanley Stamidis

[Signature]
Fotini Stamidis, his wife

and

Alpha Holding Corporation, Inc.

By: [Signature]
President

Secured Party Signatures:

[Signature]
Joseph M. Swartz

[Signature]
Louis Cohen

TO THE FILING OFFICER: After this Financing Statement has been recorded, please mail the same to: Irwin M. Sussman, Esquire, Suite 408 Chesapeake Building, 305 W. Chesapeake Avenue, Towson, Maryland 21204.

Exhibit A
PAGE 1 OF 1

BOOK 3454 PAGE 571

RONALD W. JOHNSON ASSOC., INC.*Consulting Engineers • Land Planners*

301-269-1315

PARCEL TO BE CONVEYED BY
RITCHIE ASSOCIATES TO
JOSEPH SWARTZ AND LOUIS COHEN
August 1981

Beginning for the same at an iron pipe found at the end of the third South 83° 36' 10" East 43.00 foot line of the 0.2037 acre parcel conveyed by ALLAN L. BERMAN and others, trading as RITCHIE ASSOCIATES, to JOSEPH SWARTZ and LOUIS COHEN, by deed dated February 28, 1979 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3183 folio 412, THENCE running along and binding on the fourth line of said conveyance (1) North 06° 23' 50" East 135.10 feet to a P.K. nail set at the end thereof, at an intersection with the Southernmost line of the 2.8987 acre parcel conveyed to the IRVAL CORPORATION; THENCE running along and binding on a portion of the said Southernmost line (2) South 83° 36' 10" East 60.00 feet; THENCE leaving said line and conveyance and running through a portion of the whole tract of RITCHIE ASSOCIATES (3) South 06° 23' 50" West 135.10 feet; (4) North 83° 36' 10" West 60.00 feet to the place of beginning, containing 0.1861 acres of land, more or less.

Being a portion of the land conveyed by DONALD F. OBRECHT and others to ALLAN L. BERMAN and others, trading as RITCHIE ASSOCIATES, by deed dated July 22, 1965 and recorded among the land records in Liber L.N.P. 1887 folio 405.

The said Allan L. Berman departed this life on or about September 28, 1977, thereby vesting title in the Co-Personal Representatives named in his Last Will and Testament which is recorded in the Office of the Register of Wills for Baltimore County in Wills Docket No. 163 folio 256 (See also Estate Docket No. 41-folio 355, File No. 41184).

Exhibit "A"

1 Page

DESCRIPTION

0.0612 ACRE PARCEL - EAST OF GOVERNOR RITCHIE HIGHWAY, SOUTH
OF DOVER ROAD, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY,
MARYLAND.

Beginning for the same at the end of the second line of the 0.3672 acre parcel conveyed by Ritchie Associates to Midas Realty Corp. by deed dated November 27, 1967, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2152, Page 444, running thence and binding on the third line of said conveyance: (1) northerly by a curve to the left with the radius of 2621.64 feet, the distance of 80.00 feet, which arc is subtended by a chord bearing N 06 degrees 22 minutes 14 seconds W 80.00 feet, to the end of the second line of the 0.2037 acre parcel leased by Ritchie Associates to White Coffee Pot County Restaurants, Inc. by First Lease Amendment to deed dated January 19, 1968, and recorded among said Land Records in Liber 2152, Page 477, thence binding on the third line of said 0.2037 acre parcel (2) S 83 degrees 36 minutes 10 seconds E 43.00 feet to the end of said third line, thence (3) S 06 degrees 23 minutes 50 seconds W 78.02 feet and (4) N 83 degrees 36 minutes 10 seconds W 25.32 feet to the place of beginning.

Containing 0.0612 of an acre of land.

Exhibit "A" 2
PAGE 2 OF 2

radius of 2621.64 feet, the distance of 140.00 feet, the chord of said arc being S 08° 46' 28" E 139.98 feet, to a 3/4 inch pipe heretofore set in the last or N 83° 36' 10" W 205.00 foot line of the 0.3672 acre parcel described in the Agreement of Lease between Allan L. Berman and others, trading as Ritchie Associates, and Midas Realty Corporation, dated November 27, 1967, and recorded among said Land Records in Liber M. S. H. 2152, page 444, thence binding reversely on a part of said last line, (2) S 83° 36' 10" E 5.00 feet to a 3/4 inch pipe heretofore set at the beginning thereof, thence running for new lines of division two courses: (3) S 83° 36' 10" E 43.00 feet, and (4) N 06° 23' 50" E 135.10 feet to a point in the third line of the land first herein referred to, and thence binding reversely on part of said third line, (5) N 83° 36' 10" W 84.64 feet to the place of beginning.

Containing 0.2037 of an acre of land.

Being a part of the land conveyed by Donald F. Obrecht and others to Allan L. Berman and others, co-partners trading as Ritchie Associates, by deed dated July 22, 1965, and recorded among the Land Records of Anne Arundel County in Liber L. N. P. 1887, page 405.

LIBER 3183 PAGE 423

EXHIBIT A
PART 1 OF 2DESCRIPTION

0.2037 ACRE PARCEL, PART OF PROPERTY OF ALLAN L. BERMAN
AND OTHERS, EAST OF GOVERNOR RITCHIE HIGHWAY,
SOUTH OF DOVER ROAD, FIFTH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

Beginning for the same at a 3/4 inch pipe heretofore set in the third or S 83° 36' 10" E 495.70 foot line of the 2.8987 acre parcel conveyed by Allan L. Berman and others, trading as Ritchie Associates, to Irvall Corporation, by deed dated November 6, 1967 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. 2124, page 439, at the distance of 200.00 feet, as measured along said line from the 3/4 inch pipe heretofore set at the beginning thereof and on the east side of Governor Ritchie Highway, 150 feet wide, said beginning point being at the end of the third or northerly 140.00 foot line of the 0.6203 acre parcel described in the Agreement of Lease between Allan L. Berman and others, trading as Ritchie Associates, and White Coffee Pot Juniors, Inc., and others, dated January 19, 1968, and recorded among said Land Records in Liber M.S.H. 2152, page 477, running thence binding reversely on said last mentioned third line (1) southerly, by a curve to the right with the

tended by a chord bearing N 08°46'28" W 139.98 feet to a 3/4 inch pipe set,
and (4) N 83°36'10" W 200.00 feet to the place of beginning.

Containing 0.6203 of an acre of land.

Being a part of the land conveyed by Donald F. Obrecht and others
to Allan L. Berman and others, co-partners trading as Ritchie Associates,
by deed dated July 22, 1965 and recorded among the Land Records of Anne
Arundel County in Liber L. N. P. 1887, Page 405.

Exhibit A
Page 1 of 2

DESCRIPTION

0.6203 ACRE PARCEL, PART OF PROPERTY OF ALLAN L. BERMAN AND OTHERS, EAST SIDE OF GOVERNOR RITCHIE HIGHWAY, SOUTH OF DOVER ROAD, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Beginning for the same at a 3/4 inch pipe set on the east side of Governor Ritchie Highway, as laid out one-hundred-and-fifty feet wide and as referred to in the deed from The First National Bank of Baltimore, Trustee, and others, to Donald F. Obrecht and others, dated February 23, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 814, Page 509, at the distance of 187.90 feet, as measured southerly along said east side of Governor Ritchie Highway and along a part of the last line of the land described in said deed from the beginning of said line, and running thence, binding on the east side of said Governor Ritchie Highway and on a part of said last line, and referring the courses of this description to the Grid Meridian of the Maryland Coordinate System, (1) southerly, by a curve to the right with the radius of 2621.64 feet, the distance of 140.00 feet, which arc is subtended by a chord bearing S 08°46'28" E 139.98 feet to a 3/4 inch pipe set; thence leaving said Governor Ritchie Highway and running for new lines of division the three following courses and distances: (2) S 83°36'10" E 200.00 feet to a 3/4 inch pipe set, (3) northerly, by a curve to the left with the radius of 2621.64 feet, the distance of 140.00 feet, which arc is sub-

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FINANCING STATEMENT

BOOK 509 PAGE 227

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NORTHWOOD CORPORATION, DBA PASADENA 4 A RENTALS
Address 8004 JEFFERS HALL ROAD PASADENA, MARYLAND 21122

2. SECURED PARTY

Name VERMEER SALES & SERVICE, INC
Address P O BOX 189 ANNAPOLIS JUNCTION, MARYLAND 20701

3. ASSIGNEE

Name
Address (Address to whom statement is to be returned)

STAMP FEE 12.00
RECORDING FEE 1.50
TOTAL FEE 13.50

4. Maturity date of obligation (if any)

5. This financing statement covers the following types (or items) of property: (list)

VERMEER 1600 BRUSH CHIPPER SERIAL #1440
VERMEER 630A STUMP CUTTER SERIAL #4554

FEB 24 87

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

[Handwritten Signature]
(Signature of Secured Party)

REESE W. DIBBS JR
Type or Print Above Signature on Above Line

H. Jim Huntsman, Vice President
Type or Print Above Name on Above Line

Mail to vermeer sales & service Mailed to Secured Party

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

BOOK 509 PAGE 228

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 251429 recorded in Liber 472, Folio 31 on March 28, 1984 (date).

1. DEBTOR(S):
 Name(s): Commtext, Inc.
 Address(es): 2411 Crofton Lane
Crofton, Maryland 21114

2. SECURED PARTY:
 Name: Equitable Bank N.A.
 Address: 100 South Charles St.
Baltimore, Maryland 21201

Attn: Ken Cooke
 Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
 (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The Debtor's address is amended as follows:
1655 Crofton Blvd.
Crofton, Maryland 21114

RECORDED FEB 10 1984
NOTARIAL CLERK
FEB 19 87
J.F. CLERK

9. DEBTOR: Commtext, Inc.
By: [Signature]
Donald W. Parker, President
By: [Signature]
Robert M. Hamilton, Vice President

SECURED PARTY:
EQUITABLE BANK, National Association
By: [Signature]
Gene W. Meekins, Jr.
(Type Name and Title)
Corporate Banking Officer

1050

Mailed to Secured Party
EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR - LESSEE

Name M. Elaine Bartow, R.P.T., P.A.
Address 14655 Crofton Boulevard, Ste., 205, Crofton, MD 21114

2. SECURED PARTY - LESSOR

Name Alan G. Day Corporation
Address P. O. Box 103, Lutherville, MD 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Intellect 500 - Serial #4498
- 1 #359 Stand
- 1 Intellect 205 Ultrasound - Serial #1151

SEARCH FEE 11.00
INDEXING .50
20810 031101 111:43
FEB 24 87

GL

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

M. Elaine Bartow, R.P.T., P.A.
(Corporate or Trade Name)

M. Elaine Bartow, R.P.T., P.A.
(Signature of Debtor)

M. Elaine Bartow, R.P.T., P.A.
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

Alan G. Day Corporation

Jenifer G. Day
(Signature of Secured Party)

Jenifer G. Day

Type or Print Above Signature on Above Line

1150

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 462 FOLIO 537 ON June 10, 1983 (DATE)

1. DEBTOR

Name Michael & Jaqueline Allen

Address 784 Canvas Back Court, Arnold, MD 21012

2. SECURED PARTY

Name Second National Building & Loan, Inc.

Address P. O. Box 2558, Salisbury, Maryland 21801-2558

Person And Address To Whom Statement Is To Be Returned If Different From Above. FEE 10.00

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

Second National Building & Loan, Inc.

Dated 2-2-87

Debbie Bailey
(Signature of Secured Party)

Type or Print Name on Above Line

Debbie Bailey
Vice President

1080
52

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244310

RECORDED IN LIBER 454 FOLIO 172 ON Sept. 20 '82 (DATE)

1. DEBTOR

Name Lockett, Andrea J.
Address 1614 Arundel Rd, Edgewater, MD

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other. Includes a large empty box for details.

JOHN DEERE COMPANY

1050 Dated 5 Feb. 1987

Signature of Robert P. Murphy, Administrator
Type or Print Above Name on Above Line

Mailed to Secured Party

FINANCING STATEMENT

BOOK 509 PAGE 232 200111

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) / Lessee Address(es)
 Dalnekoff & Mason, PA 2448 Holly Avenue, Suite 301
 Annapolis, MD 21401

6. Secured Party / Lessor Address 2024 West Street
 Mt. Vernon Leasing, Inc., T/A Diversified Leasing Annapolis, Maryland 21401
 Attention: Margaret A. Bracone
 (Type name & Title)

RECORD TEE 11.00
 MAR 9 87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Dalnekoff & Mason, PA
 Debtors
 Barry Dalnekoff, President (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
 2-2820 (3/85)

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SCHEDULE A
 DALNEKOFF & MASON, PA
 LEASE #6141

Vendor: Corporate Design, Ltd.
 Invoice #00365

QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL
Ord	Shpd B/O			
1	1	0 H07236 (blk) Storage Cabinet	169.00	169.00
1	1	0 ESV1001 (rosewood) Exec. Desk	1,870.00	1,870.00
2	2	0 ESV1020 (rosewood) Susp. Peds.	500.00	1,000.00
1	1	0 ESV1158 (rosewood) Credenza	2,692.00	2,692.00
2	2	0 MU-F4010W Side Arm Chairs	476.00	952.00
1	1	0 STS-93TST (Gray) Exec. Chair	875.00	875.00

Sub-Total \$7,558.00
 Maryland Sales Tax (5%) N A
 Special Services
 TOTAL AMOUNT DUE \$7,558.00

Delivered : 12/15/86

Mailed to Secured Party

11/23

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RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

86-647
RECORDING TAX
ON PRINCIPAL
AMOUNT OF \$

BOOK 509 PAGE 234

FINANCING STATEMENT

1. Debtor (s):
Storton, Taylor, and Associates
Name or Names—Print or Type
Hall Professional Bldg., #206, 68 MD Rt. 3 North, Millersville, MD
Address—Street No., City - County State Zip Code 21108

2. Secured Party:
HARBOR LEASING ASSOC.
Name or Names—Print or Type
701 Cathedral Street Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
Recent 5000 FS copies #106450105100

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S)
Charles L. Storton
(Signature of Debtor)
Charles Storton, Pres.
Type or Print
(Signature of Debtor)
Type or Print

SECURED PARTY
Harbor Leasing Associates
(Company, if applicable)
(Signature of Secured Party)
Mark M. Caplan, partner
Type or Print (Include title if Company)

To the FILING OFFICER After this statement has been recorded please mail the same to:
Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

Mailed to Secured Party

17.50



RECORD FEE 11.00
POSTAGE .50
BALANCE DUE 709.37
NOV 2 1987

FINANCING STATEMENT

BOOK 509 PAGE 235

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) / Lessee Address(es)
 Diversified Communications, Inc. 2024 West St.
 Annapolis, MD 21401

6. Secured Party / Lessor Address
 Mt. Vernon Leasing, Inc., T/A Diversified Leasing 2024 West Street
 Annapolis, Maryland 21401
 Attention: Margaret A. Bracone
 (Type name & Title)

REGISTRATION FEE 11.00
 POSTAGE .50
 CR
 FILED
 APR 10 1987

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Diversified Communications, Inc.

Leslie H. Weiss (Seal) _____ (Seal)
 Leslie H. Weiss, Vice President

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
 2-2820 (3/85)

11 50

SCHEDULE A
#6139

TYPE PHONE	SERIAL	TYPE PHONE	SERIAL	TYPE PHONE	SERIAL	TYPE PHONE	SERIAL	TYPE PHONE	SERIAL
AudioTel 450	120377	NovaTel 390	131173	AudioTel 450	119945	NovaTel 390	131173	AudioTel 450	119945
AudioTel 450	120140	NovaTel 390	131848	NovaTel 390	72950	NovaTel 390	131848	NovaTel 390	72950
AudioTel 450	119754	AudioTel 450	79731	AudioTel 450	121025	AudioTel 450	79731	AudioTel 450	121025
AudioTEL 450	119885	AudioTel 450	120011	AudioTel 450	120244	AudioTel 450	120011	AudioTel 450	120244
AudioTel 450	120374	NovaTel 390	130687	NovaTel 390	119532	NovaTel 390 w/hands fr.	130380	NovaTel 390	119532
AudioTel 450	120396	AudioTel 450	120325	AudioTel 450	114930	NovaTel 390	131018	NovaTel 390	114930
AudioTel 450	118039	AudioTel 450	119682	AudioTel 450	120883	NovaTel 390	131900	NovaTel 390	120883
AudioTel 3000	76765	NovaTel 390	131862	AudioTel 450	121158	AudioTel 3000	80601	AudioTel 3000	121158
AudioTel 3000	41613	NovaTel 390	131463	AudioTel 450	114269	NovaTel 390	131803	NovaTel 390	114269
AudioTel 450	114597	NovaTel 390	130929	AudioTel 450	119747	NovaTel 390	130508	NovaTel 390	119747
AudioTel 450	118279	NovaTel 390	73488	AudioTel 450	116837	NovaTel 390	131597	NovaTel 390	116837
AudioTel 450	120330	AudioTel 450	120901	AudioTel 450	113133	NovaTel 390	131518	NovaTel 390	113133
AudioTel 450	120128	AudioTel 450	120903	NovaTel 390	73077	NovaTel 390		NovaTel 390	73077
AudioTel 450	119774	AudioTel 450	120252	NovaTel 390	72486	NovaTel 390		NovaTel 390	72486
AudioTel 450	121010	AudioTEL 450	120491	NovaTel 390	73087	NovaTel 390		NovaTel 390	73087
AudioTel 450	109790	AudioTel 450	79366	NovaTel 390	73086	NovaTel 390		NovaTel 390	73086
AudioTel 450	120092	AudioTel 450	121024	AudioTEL 450	114272	NovaTel 390		NovaTel 390	114272
		NovaTel 390	131027	AudioTel 450	117292	NovaTel 390		NovaTel 390	117292
		NovaTel 390	131857	AudioTel 3000	120075	NovaTel 390		NovaTel 390	120075
		AudioVox CMT450	126463	AudioTel 450	121007	NovaTel 390		NovaTel 390	121007
		AudioVox CMT450	109936	AudioTel 450	121150	NovaTel 390		NovaTel 390	121150
		NovaTel 390	13777	AudioTel 450	105082	NovaTel 390		NovaTel 390	105082
		NovaTel 390	9045997	AudioTel 450	119637	NovaTel 390		NovaTel 390	119637
		NovaTel CMT390	131044	AudioTel 450	109008	NovaTel CMT390		NovaTel 390	109008
		NovaTel 390	131523	AudioTEL 450	121164	NovaTel 390		NovaTel 390	121164
		NovaTel 390	133724	AudioTEL 450	120320	NovaTel 390		NovaTel 390	120320
		NovaTel 390	120950	AudioTel 450	120098	NovaTel 390		NovaTel 390	120098

509 236

Mailed to Secured Party



BUTLER AND COMPANY, INC.

206112

BOOK 509 PAGE 237

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

Not Subject to Recording Tax (Lease Agreement with Nominal Purchase Option)

LESSEE (DEBTOR): MATTERHORN TRAVEL SERVICE, INC.
2450 Riva Road
Annapolis, Maryland 21401

LESSOR (SECURED PARTY): BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
P. O. Box 505
Ellicott City, MD 21043-0505

RECORD FEE 11.00
POSTAGE .50
RECORDING OFFICE TOP 141
MAR 9 87

ASSIGNEE OF LESSOR:
EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY
() If checked, see Equipment Schedule attached hereto and made a part hereof.
1 TELCOA Inter-tel 1648 Telephone System as follows:
1 Key Service Unit 1 A.C. Line Surge Protector
1 Conference Card 4 C.O. Line Cards/4 per card
2 Station Cards/8 per card 9 1648 Phoenix Telephones
6 Starset II Headsets with Amplifiers



INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES.

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER

LESSEE (DEBTOR):
MATTERHORN TRAVEL SERVICE, INC.
BY: Kathleen McCahey
Kathleen McCahey Sec. TREAS
PRINT NAME & TITLE

LESSOR (SECURED PARTY):
BUTLER AND COMPANY, INC.
BY: Deborah Stran-Scherr
DEBORAH STRAN-SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.
P. O. Box 505
Ellicott City, MD 21043-0505

Mailed to Secured Party

204
D-05-1

11 SD

T

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

(1) Debtor(s) (Last Name First) and Address(es)
Edward A. West T/A
E. A. West & Son Excavators
P. O. Box 492
Millersville, MD 21108 M-30983

No. of Additional Sheets Presented
(2) Secured Party(ies) (Name(s) And Address(es))
ALBAN TRACTOR CO INC
P O BOX 9595
BALTIMORE MD 21237

RECORD FEE 12.00
POSTAGE .50
REGISTRATION FEE 108.41

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described in Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

MAR 9 87

(5) This Financing Statement Covers the Following types [or items] of property.
One (1) Used Caterpillar Model #955L Track Type Loader S/N 85J6042

A.A. Co.



Products of the Collateral Are Also Covered.

NOT SUBJECT TO RECORDATION TAX

(6) Signatures: Debtor(s)
Edward A. West T/A E. A. West & Son Excavators

(By) ALBAN TRACTOR CO INC
Secured Party(ies) [or Assignees]

(By) *Edward A. West*
Standard Form Approved by N.C. Sec. of State and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest in Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

12-30

UCC-1

Mailed to Secured Party

206113

200413

BOOK 509 PAGE 239

THIS FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: _____

3 The Debtor is a transmitting utility

1 Debtor(s) Last Name First and Address(es) PAMELA C. BRADLEY DAVID M. CAMPBELL 9 NORTH GAIL STREET LAUREL MD 20707	2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBIDGE, VA 22191	4 For Filing Officer: Date, Time, No. Filing Office
---	---	---

5 This Financing Statement covers the following type(s) for item(s) of property:
1981 TITAN
44 X 24 SERIAL # 4910165196AB
*AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6 Assignee(s) of Secured Party and Address(es):

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

By PAMELA C. BRADLEY DAVID M. CAMPBELL GREEN TREE ACCEPTANCE INC.
Pamela C Bradley *David M Campbell* *[Signature]*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(1) FILING OFFICER COPY—NUMERICAL 12-50
 (3/83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

RECORDED FEE 10.00
 POSTAGE .50
 HUNTSVILLE CITY AL 35892
 SEP 9 1987
 CR CLERK

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 509 PAGE 240
200111

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 1/21/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STERLING SUPPLY CORPORATION

Address 5697 Rising Sun Avenue, Philadelphia, PA 19120

2. SECURED PARTY

Name FIRST PENNSYLVANIA BANK N.A.

Address 1500 Market Street, Centre Square West, Philadelphia, PA 19101

RECORD FEE 11.00
MAR 9 8

Person And Address To Whom Statement Is To Be Returned If Different From Above.



3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

NOT SUBJECT TO RECORDATION TAX

Name and address of Assignee

Debtor hereby grants to Secured Party a lien on and security interest in and to all existing and future accounts, chattel paper, contract rights, documents, general intangibles, instruments, inventory and the cash and non-cash proceeds (including insurance proceeds and proceeds of proceeds) of all of the foregoing.
Debtor's local address is: ~~7270 Park Circle Drive, Dorsey, MD~~ 21076 New Ridge Hi-Tech Center 7476 New Ridge Road THE LINES WHICH APPLY Suite J, Hanover, MD 21076

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

STERLING SUPPLY CORPORATION

Mailed to Secured Party

[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FIRST PENNSYLVANIA BANK N.A.

[Signature] VP
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1100

206114

FINANCING RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book No. 485 Page No. 308

Identification No. _____ Dated May 9, 1985

1. Debtor(s) Argus Motor Inns
Name

P.O. Box 14100, Roanoke, Virginia 24022
Address

2. Secured Party Manufacturers Hanover Trust Company
Name

270 Park Avenue
Address

New York, New York 10017

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release

From the collateral described in the financing statement bearing the file number shown above, the Secured releases the following:

C. Assignment

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other - TERMINATION

(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50

CHICAGO TITLE INSURANCE COMPANY
MAY 9 1985

J.P. CLERK

Mailed to Secured Party

1050

A complete release of any and all security interest Secured Party had in any and all of Debtor's property, real, personal or intangible described in the above referenced financing statements.

Dated: December 23, 1986

MANUFACTURERS HANOVER
TRUST COMPANY

Name of Secured Party

[Signature]
Signature of Secured Party

Assistant Vice President

Title

Return to:
CHICAGO TITLE INSURANCE COMPANY
105 West Chesapeake Avenue
Towson, Maryland 21204
301/321-0900

1050

FINANCING RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book No. 485 Page No. 314

Identification No. _____ Dated May 9, 1985

1. Debtor(s) American Motor Inns, Incorporated
Name

1917 Franklin Ave., Roanoke, Virginia
Address 24022

2. Secured Party Manufacturers Hanover Trust Company
Name

270 Park Avenue
Address

New York, New York 10017

3. Maturity Date (if any) _____

4. Check Applicable Statement:

 A. Continuation

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

 B. Partial Release

From the collateral described in the financing statement bearing the file number shown above, the Secured releases the following:

 C. Assignment

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

 X D. Other - TERMINATION

(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
MAY 21 1985 103-44
CLERK 9 87

Mailed to Secured Party

1650

A complete release of any and all security interest Secured Party had in any and all of Debtor's property, real, personal or intangible described in the above referenced financing statements.

Dated: December 23, 1986

MANUFACTURERS HANOVER
TRUST COMPANY
Name of Secured Party

[Signature]
Signature of Secured Party
Assistant Vice President

Title

Return to:
CHICAGO TITLE INSURANCE COMPANY
105 West Chesapeake Avenue
Towson, Maryland 21204
301/321-0900

10 30

FINANCING RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book No. 485 Page No. 303

Identification No. _____ Dated _____

1. Debtor(s) Connecticut Motor Inns, Inc.
Name

P.O. Box 14100, Roanoke, Virginia 24022
Address

2. Secured Party Manufacturers Hanover Trust Company
Name

270 Park Avenue
Address

New York, New York 10017

3. Maturity Date (if any) _____

4. Check Applicable Statement:

A. Continuation

The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release

From the collateral described in the financing statement bearing the file number shown above, the Secured releases the following:

C. Assignment

The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other - TERMINATION

(Indicate whether amendment, termination, etc.)

TOTAL FEE 10.00
POSTAGE .50
MAR 9 1987



Mailed to Secured Party

A complete release of any and all security interest Secured Party had in any and all of Debtor's property, real, personal or intangible described in the above referenced financing statements.

Dated: December 23, 1986

MANUFACTURERS HANOVER TRUST COMPANY
Name of Secured Party

[Signature]
Signature of Secured Party

Assistant Vice President
Title

Return to
CHICAGO TITLE INSURANCE COMPANY
105 West Chesapeake Avenue
Towson, Maryland 21204
301/321-0900

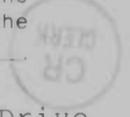
1050

200115

FINANCING STATEMENT

RECORDING FEE 11.00
POSTAGE .50
RECORDING OFFICE 108-48
MAR 9 1977

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____



5. Debtor(s) Name(s) Address(es)
 Florida Marina & Boat Sales, Inc. 2904 Mountain Road & 7731 Tiernan Drive
 Pasadena, Maryland 21122

6. Secured Party Address 100 S. Charles Street
 Equitable Bank, National Association Baltimore, Md. 21202
 Attention: P. Jane Logan Zip - 060701
 Community Lending Officer

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Florida Marina & Boat Sales, Inc.

Charles N. Anderson, Jr. (Seal) _____ (Seal)
 Charles N. Anderson, Jr., President
 _____ (Seal) _____ (Seal)

Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

1150

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 509 PAGE 245
200115

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 8/7/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Coffee Delight

Address 326 Rt 3 South; Millersville, Anne Arunder, MD 21101

2. SECURED PARTY

Name Newco Financial Corporation

Address PO Box 1114; St. Charles, MO 63302

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/7/88

4. This financing statement covers the following types (or items) of property: (list)

loan # 6795 V - 42 Newco commercial coffee brewers

65527;25;31;28;34;29;35;36;65041;36;39;52045;52494;51780;52495;96;51794;51780;
51801;51792;86;97;77;76;93;51778;75;51271;51784;47447;47441;47457;47444;47742;
51028;1327

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mailed to Secured Party

X *Robert Wright*
(Signature of Debtor)

Coffee Delight-Robert Wright
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary Freeman
(Signature of Secured Party)

Newco Financial Corp-Mary Freeman, Sec
Type or Print Above Signature on Above Line

115

1150

BOOK 509 PAGE 240

200 116

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of 20,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to STATE DEPT. ASSESSMENTS & TAXATION #66.7

5. Debtor(s) Name(s): Lawrence M. Yalich Address(es): 30 E. Padonia Road
Timonium, Maryland 21093
7951 Crain Highway
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank Address: Department LDRU
Alice Keith Post Office Box 987, Mailstop 02-28-01
Attention Baltimore, Maryland 21203

(Mr. Clerk. Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Lawrence M. Yalich

Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any

By: [Signature] (Seal)

By: _____ (Seal)
Type name and title, if any

J. Robert Newman, Jr. Asst. Vice President
Type name and title

207-95 REV 1/86

MARYLAND NATIONAL BANK

1150

Mailed to Secured Party

5101589-1003

BOOK 509 PAGE 247

SCHEDULE A

G. Specific Equipment as follows:

<u>Quantity</u>	<u>Description</u>	<u>Serial #</u>
1	Transworld 325V X-Ray Unit	(Tube): 6840 (Control Panel): H-4610
1	Konica QX60 Automatic Film Processor	#15510614

27

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 509 PAGE 248
Identifying File No. 200117

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR /X/ NOT SUBJECT TO RECORDATION TAX.

Name Florida Marina & Boat Sales, Inc.

Address 2904 Mountain Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name Mercury Marine Acceptance Corporation

Address 116 Washington Avenue, P.O. Box 368

North Haven, CT. 06473-0368

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
MAY 23 1987
MAR 7 87



3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the following types of goods held for sale or lease by debtor, consisting of, but not limited to, marine engines, including parts accessories and the like bearing the brand names Mercury, MerCruiser and Quicksilver acquired by debtor from Mercury Marine, and for which Secured Party has made an advance on behalf of dealer to manufacturer.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SIGN HERE



C. N. Anderson, Jr.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed to Secured Party

(Signature of Secured Party)

Virginia Rivera

Type or Print Above Signature on Above Line

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Florida Marina & Boat Sales, Inc. 2904 Mountain Road
 T/A: Boatland and/or Florida Boatland Pasadena, Maryland 21122

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661
 Attention: Thomas D. O'Brien

RECORDING FEE 15.00
 POSTAGE .30
 1987 OCT 28 10:42
 9 87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, acquired, given as security for, are the subject of, or otherwise covered by, the chattel paper of each Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
- H. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.
- I. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtor Florida Marina & Boat Sales, Inc.
 By: Charles Anderson (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

13.50

Mailed to Secured Party

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>	
SUNBIRD	198	SB2CC555L687	\$ 7,120.80
SUNBIRD	208	SB208175A787	8,494.20
SUNBIRD	208	SBZ08182M687	8,494.20
SUNBIRD	Corsair CC	SB2CR004A787	5,935.50
SUNBIRD	Corsair CC	SB2CR005A787	5,935.50
			<u>\$35,980.20</u>

Notified to Secured Party

BOOK 509 PAGE 251

200153

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thomas J. O'Hare, Jr. T/A Country Club Texaco

Address 7379 Furnace Branch Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name J. E. Meintzer & Sons, Inc.

Address 7760 Baltimore-Annapolis Blvd., P.O. Box 759

Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- | | |
|---|---|
| Tire Machine - Coates 40-405A | Ammco Alignment Checker |
| Brake Lathe - Ammco | Headlight Alignment - Hunter |
| Electronic Wheel Balancer - Bear #300 | State Inspection Equipment |
| Electronic Alignment - Front end - Bear | 1 Air Condition Unit - 1400 BTU |
| 2 Ton Floor Jack - Blackhawk | Gas Hoses and Nozzles - 12 |
| Transmission Jack - Blackhawk | Cash Register - Caslo 3203 E.R. |
| Battery Charger - Marquette | Tow Truck - 1984 Dodge, D350 |
| Walker Screw Jack | Desk and Chairs |
| Oil Drain | Step ladder, bucket, mop, brooms, hose, misc. |
| Jack Stand | Bell and hose - Towel racks, squeegees. |
| 1 Heater | Assortment of cabinets |
| | Oil Cabinets and racks |
| | vacuum cleaner |

RECORDED FEE 18.00
POSTAGE .50
45405 (777) RM 710454
MAR 9 87

CR CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Thomas J. O'Hare Jr.
(Signature of Debtor)

Thomas J. O'Hare Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

M. Marvin Taylor Jr.
(Signature of Secured Party)

M. MARVIN TAYLOR JR.
Type or Print Above Signature on Above Line

1850

LOCATION Country Club Texaco
7379 Furnace Branch Road
Glen Burnie, Maryland 21061

SECURITY AGREEMENT
 (Service Station Dealer)

I, Mr. Thomas J. O'Hare, Jr., T/A Country Club ^{Texaco} Debtor, and J. E. Meintzer & Sons, Inc., a Maryland corporation, Secured Party, with addresses as they appear with their signatures below, agree as follows:

1. Debtor hereby grants to Secured Party a security interest in the Collateral described in Paragraph 2 to secure payments, remittances and performance of other obligations of Debtor to Secured Party under a certain Lease from Secured Party of service station premises at the above location and under a certain Agreement of Sale and other agreements now or hereafter related thereto pursuant to which Debtor leases and operates said service station premises and may purchase inventory and equipment from Secured Party on credit for sale and use there.
2. The Collateral of this Security Agreement is all of Debtor's:
 - (a) Motor vehicle servicing and repairing tools and other equipment (including additions, accessions, replacements and substitutions) now or hereafter located and used at the above-mentioned service station; See Attached
 - (b) Inventory of motor vehicle accessories and other automotive and non-automotive merchandise now or hereafter maintained at the above-mentioned service station and the proceeds thereof;
 - (c) Motor vehicles now or hereafter used in Debtor's service station business (including additions, accessions, replacements and substitutions). Those now owned and so used are:

 See Attached
 - (d) Present and future accounts receivable, whether evidenced by credit card invoices or not, arising from services performed and sales made by Debtor at the abovementioned service station, and the proceeds thereof. Secured Party may at any time or times, whether before or after Debtor's default, at Secured Party's election and discretion, collect such accounts receivable and notify the account debtors or any one or more of them to make payment of such accounts to Secured Party.
3. Debtor will sign and execute, alone or with Secured Party, any Financing Statement or other document or procure any document and pay all connected costs necessary to protect the security interest under this Security Agreement against the rights or interests of third persons.
4. Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions:
 - (a) Default in payment or performance of any indebtedness, obligation, covenant or liability contained or referred to herein or in said Lease or Agreement of Sale or any agreement related thereto;
 - (b) Acceleration of the maturity of any indebtedness of Debtor to others;
 - (c) Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false or misleading in any material respect when made or furnished;
 - (d) Loss, theft, abandonment, substantial damage, destruction, abnormal deterioration or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon, or such neglect, injury or other mistreatment or handling thereof as to impair the Collateral or render Secured Party insecure;
 - (e) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any of the property, assignment for the benefit of creditors, the calling of a meeting of creditors, or the commencement of any proceedings under any bankruptcy or insolvency laws, of, by or against Debtor, or default under or termination of any contract of guaranty or suretyship by any guarantor or surety for Debtor;
 - (f) The Secured Party for any of the foregoing or other reasons has reasonable cause to deem itself insecure.
5. Upon Debtor's default and at any time thereafter Secured Party may declare all obligations secured hereby immediately due and payable and shall have all the remedies

of a secured party under the Uniform Commercial Code, and, in conjunction with, addition to or substitution for those remedies, and at Secured Party's discretion and election, Secured Party may, but need not, do any one or more of the following:

- (a) Require Debtor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties;
- (b) Enter the service station premises and any other premises where any of the Collateral may be found, and take possession of, assemble and collect the Collateral;
- (c) Place the Collateral under lock and key for safekeeping;
- (d) Dispose of the Collateral and credit the proceeds (after deducting the reasonable expenses of taking, retaking, holding, preparing for sale and selling the Collateral, and like expenses, including the reasonable attorney's fees and legal expenses incurred by the Secured Party, and all of which expenses Debtor hereby agrees to pay) against Debtor's indebtedness to Secured Party;
- (e) Waive any default or remedy any default in any reasonable manner without waiving any other prior or subsequent default.

6. Debtor agrees and affirms that information supplied and statements made by him in any financial or credit statement or application for credit contemporaneously with his execution of the aforesaid Lease and Agreement of Sale and this Security Agreement are true and correct; that no Financing Statement covering the Collateral or its proceeds is on file in any public office and that, except for the security interest granted in this Security Agreement, there is no adverse lien, security interest or encumbrance in or on the Collateral, except as specifically set forth here;

7. "Debtor" and "Secured Party" as used herein include the heirs, executors or administrators, successors or assigns of those parties.

8. If more than one Debtor executes this Security Agreement, their obligations hereunder shall be joint and several.

9. The law governing this secured transaction shall be that of the state where Collateral is located.

Executed this 6th day of June, 1986

J. E. MEINTZER & SONS, INC. (Secured Party)

Thomas J. O'Hare, Jr.
Thomas J. O'Hare, Jr (Debtor)

By M. Marvin Taylor Jr.

(Debtor)

Secured Party's Address:

Debtor's Business Address:

7760 Baltimore-Annapolis Blvd.
P.O. Box 759
Glen Burnie, Maryland 21061

7379 Furnace Branch Road
Glen Burnie, Maryland 21061

Tire Machine - Coates 40-405A
Brake Lathe - Ammco
Electronic Wheel Balancer - Bear #500
Electronic Alignment - Front end. - Bear
2 Ton Floor Jack - Blackhawk
Transmission Jack - Blackhawk
Battery Charger - Marquette
Walker Screw Jack
Oil Drain
Jack Stand
1 Heater
Ammco Alignment Checker
Headlight Alignment - Hunter
State Inspection Equipment
1 Air Condition Unit - 1400 BTU
Gas Hoses and Nozzles - 12
Cash Register - Casio 3205 E R
Tow Truck - 1984 Dodge, D350
Desk and Chairs
Step ladder, bucket, mop, brooms, hose, misc.
Bell and hose - Towel racks, squeegies.
Assortment of cabinets
Oil Cabinets and racks
vacuum cleaner

Mail to Mailed to Secured Party

BOOK 509 PAGE 255

200130
3267 7

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Sun Valley Cleaners Sun Valley Shopping Center
Name or Names - Print or Type

1. LESSEE(S) 7941 Old Annapolis Blvd. Glen Burnie, MD 21061
Address - Street No. City - County State Zip

2. LESSOR L-J Leasing Company
600 Reisterstown Road Baltimore Maryland 21208
P.O. Box 21472

3. This Financing Statement covers the following types of property. (Describe) (Attach separate list if necessary)

- 1 Suprema Premier 903 Split Filter
- 1 Universal Utility Press
- 1 Form Finisher, Model CM120S
- 1 Pants Topper 120S
- 1 Cold Spotting Board
- 1 Single Head Puffer Iron
- 1 Triple Head Puffer Iron
- 1 Basket Scale & Bagging Stand

RECORD FEE 12.00
POSTAGE .50
RECORDING UNIT NO. 110-35
MAR 9 87



4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S) Sun Valley Cleaners

LESSOR: L-J Leasing Company

By: Estella E. Davis
Signature of Lessee
Ivory L. Davis
Estella E. Davis
Type or Print

By: Louise E. Neutze
Signature of Lessor
Louise E. Neutze, Mgr.

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

18 50

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200101

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 1/28/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. PWL

1. DEBTOR

Name Paul Larsen Yacht Sales & Assoc., Inc
Address 928 Klackering Rd., Box 48 Annapolis, MD 21401

2. SECURED PARTY

Name NBC Financial Corp.
Address P.O. Box 8467 Moline, IL 61265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Attached

RECORD FEE



53412 0777 001 111:00
MAR 9 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Paul Larsen
(Signature of Debtor)

Paul Larsen
Type or Print Above Name on Above Line

(Signature of Debtor)

M.J. McLaughlin
Type or Print Above Signature on Above Line

M.J. McLaughlin
(Signature of Secured Party)

M.J. McLaughlin CEO
Type or Print Above Signature on Above Line

14-

(Signature)

500 - 258 A

Debtor:

Paul Larsen Yacht Sales & Assoc., Inc.

928 Klackring Rd., Box 48

Annapolis, MD 21401

Secured Party:

MBC Financial Corp.

P. O. Box 8467

Moline, IL 61265

Assignee of Secured Party:

Northwest Bank Des Moines, N.A.

566 Walnut Street

Des Moines, IA 50304

This financing statement covers the following property:

All Watkins Yachts, Inc. boats, wherever located, whether inventory or equipment, now owned or possessed or hereafter owned or possessed by Debtor, and any accessions, additions or accessories thereto, any accounts receivable or chattel paper arising from the disposition of boats by debtor; any monies due or to become due to Debtor from any boat manufacturer, distributor or importer; any parts or accessories listed on any manufacturer's invoice to Debtor for a boat in which Secured Party may have a security interest, whether or not installed; all Debtor's rights in, to and under policies of insurance, as the interest of Secured Party may appear, including claims or rights to payment and proceeds hereafter arising therefrom, as to the above-described types of property.

Mailed to Secured Party

Anne Arundel
County

FINANCING STATEMENT

File No. 200 102

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es)</p> <p>The Gerard Company 201 Benton Avenue Linthicum, MD 21090</p>	<p>2 SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Peggy Taylor</p> <hr/> <p>Return to Secured Party</p>
--	---

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Advertising Agency (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other

RECORD FEE \$1.00
POSTAGE .50
TOTAL FEE \$1.50

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$150,000.00

CLERK
CR
JAN 9 1987

DEBTOR:

SECURED PARTY:

The Gerard Company
(Type Name)

UNION TRUST COMPANY OF MARYLAND
By: Andrew J. Hundertmark A.V.P.

By: Claude Gerard CHAIRMAN
(Type Name)

Andrew J. Hundertmark, A.V.P.
(Type Name)

By: Shirley Gerard (President)
Shirley Gerard, Pres.

January 12 19 87
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa.

1150

Mailed to Secured Party

BOOK 509 PAGE 258

200 133

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility

4 For Filing Officer: Date, Time, No. Filing Office

1 Debtor(s) (Last Name First) and Address(es)
The Electronics Boutique, Inc.
 t/a Electronics Boutique
 Marley Station
 Anne Arundel County, MD

2 Secured Party(ies) Name(s) and Address(es)
Meritor Savings Bank
 1234 Market Street
 Philadelphia, PA 19107

5 This Financing Statement covers the following types (or items) of property
 All inventory of the Debtor, now owned or hereafter acquired.

6 Assignee(s) of Secured Party and Address(es)

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

8 Describe Real Estate Here: This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

"Not Subject To Recordation Tax"

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or Clerk of the Circuit Court Anne Arundel County, MD <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Assignee(s) and Assignor(s), or
 Lessee(s) and Lessor(s)

By The Electronics Boutique, Inc. t/a Electronics Boutique
 Signature(s) of Debtor(s)

By Meritor Savings Bank
 Signature(s) of Secured Party
Kenneth E. Jones, Director
 (Required only if Item 10 is checked)

(1) FILING OFFICER COPY - NUMERICAL (7/83)
 STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania
 12.50

RECORD FEE 12.00
 POSTAGE .50
 TOTAL 12.50
 APR 11 1985
 9 87

CR

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

206131

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE HEB Equipment Company, Inc. Chesapeake Highlift Co., Inc. Division
449 N. Potomac St., Hagerstown, MD 21740
(Name or Names)
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Ricoh FT4060 Copier & Cabinet s/n 5930926880

EQUIPMENT LOCATION: 809 J. Barkwood Ct., Linthicum Heights, MD 21090

RECORD FEE 11.00
POSTAGE .50
MAR 9 1987

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
HEB EQUIPMENT CO., INC.
By: Harry E. Bender, Jr. (Title)
HARRY E. BENDER, JR. PRESIDENT
(Type or print name of person signing)
By: _____ (Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connolly Mgr. (Title)
Brian G. Connolly
(Type or print name of person signing)
Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Mailed to Secured Party



1150



1150

206135

MARYLAND FINANCING STATEMENT

BOOK 509 PAGE 280

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Pollux Corp. (Name or Names) 8280 Patuxent Range Rd. Jessup, MD 20794 (Address)

LESSEE (Name or Names) (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC. 8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Baltimore Federal Financial, F.S.A. (Name or Names) P.O. Box 116, Baltimore, Maryland 21203 (Address)

4. This financing Statement covers the following types (or items) of property: 1- Used Hyster Model S-50C Forklift, Propane Powered, 130" Std. Upright.

CR 2871 11:00 11:00 11:00

5. Proceeds of Collateral are covered hereunder: Yes (xx) No () Products of Collateral are also covered Yes () No (xx)

LESSEE Pollux Corp.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Billy G. Whitely VP. Mgr. (Title)

By: Brian G. Connolly Mgr. (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC. 8767 SATYR HILL ROAD BALTIMORE, MD 21234

Mailed to Secured Par

1150

P

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)
Loss Prevention Electronics, Inc.
86 Maryland Avenue
Annapolis, Maryland 21401

2. Secured Party(ies) and address(es)
Security National Bank
1130 Connecticut Ave., N.W.
Washington, D.C. 20036-3995

3. Maturity date (if any)

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
MAY 21 07:27 AM 11:10
MAY 9 87

4. This financing statement covers the following types (or items) of property

See Schedule "A" attached hereto and made a part hereof

5. Assignee(s) of Secured Party and Address(es)



NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:
Anne Arundel County, MD

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented ~~XXXX~~ (1)

Loss Prevention Electronics, Inc.

Security National Bank

By Leonard Davidov signature(s) of Debtor(s) President

By Sandra King Fleming signature(s) of Secured Party(ies) Vice President

(1) FILING OFFICER COPY-ALPHABETICAL

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Schedule "A"

Inventory Collateral. All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds (collectively the "Inventory").

Receivables Collateral. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of inventory (collectively the "Receivables").

Furniture, Fixtures, Equipment and Supplies Collateral. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every types, including cash and non-cash proceeds.

Filed in Original Party

200137

MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax CONDITIONAL SALES CONTRACT

For Filing Officer

Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1 DEBTOR: Simms for Brickwork (Name or Names)
911 S. 60th Street (Address)

DEBTOR: Philadelphia, PA 19143 (Address)

2 SECURED PARTY: Siems Rental & Sales Co., Inc. (Name or Names)
3683 Clipper Mill Road, Baltimore, MD 21211 (Address)

3 ASSIGNEE (if any) of SECURED PARTY: _____ (Name or Names)
_____ (Address)

4 This Financing Statement covers the following types (or items) of property:

One (1) new Lull, model 844, s/n JD01795N forklift together with all accessories and attachments thereto.

This unit is located at Route 3 South at Route 24 in Anne Arundel County, Maryland.

RECORD FEE 13.00
POSTAGE .50
MAR 13 1987
MAR 9 87



5 The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
Simms for Brickwork
By: Joseph H. Simms, President (Title)
(Type or print name of person signing)

SECURED PARTY:
Siems Rental & Sales Co., Inc.
By: Marvin W. Abbott, Vice-Pres (Title)
(Type or print name of person signing)

By: _____ (Title)
(Type or print name of person signing)

Mailed to Secured Party

Return To: Siems Rental & Sales Co., Inc.
3683 Clipper Mill Rd, Baltimore, MD 21211

Handwritten marks: a large 'D' and '1150' below the return address.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR NOT SUBJECT TO RECORDATION TAX

Name Full Tilt Marine, Inc.

Address 3932 Germantown Road Edgewater, MD 21037

2. SECURED PARTY

Name Mercury Marine Acceptance Corporation

Address 116 Washington Avenue - P. O. Box 368

North Haven, CT 06473-0368

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
RECEIVED CT/RI 11/11/94

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RM P 87

Name and address of Assignee
CR CLERK

All of the following types of goods held for sale or lease by debtor, consisting of, but not limited to, marine engines, including parts, accessories and the like bearing the brand names Mercury, MerCruiser and Quicksilver, acquired by debtor from Mercury Marine, and for which Secured Party has made an advance on behalf of dealer to manufacturer.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SIGN HERE



Randel L. Deatherage
(Signature of Debtor)

Randel L. Deatherage
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Lisa Granoff
(Signature of Secured Party)

(Signature of Secured Party)

Lisa Granoff

Type or Print Above Signature on Above Line

15

200103

BOOK 509 PAGE 205

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name, First) and address(es)
SUPER RITE FOODS, INC.
Basics #26
Old Mill & Rt. 3
Millersville, MD 21108

2. Secured Party(ies) and address(es)
NCR Corporation
Dayton, OH 45479
1700 S. Patterson Blv.d

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
456434 0777 AM 11:16
MAR 9 87

4. This financing statement covers the following types (or items) of property:

NCR ELECTRONIC DATA PROCESSING EQUIPMENT & BUSINESS MACHINES, INCLUDING, WITHOUT LIMITATION, COMPUTERS, COMPUTER PERIPHERALS, RETAIL & FINANCIAL TERMINALS, ELECTRONIC CASH REGISTERS, AND ELECTRONIC DATA ENTRY AND ACCOUNTING EQUIPMENT.

5. Assignee(s) of Secured Party and Address(es)

CLERK

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: William H. [Signature]
Signature(s) of Debtor(s)

By: D. G. [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

206119

BOOK 509 PAGE 266

Set of these forms, without extra fee, includes a Termination Legend and use third copy.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)

Ralion Corporation
54 Sasco Hill Road
Fairfield, CT 06430

2 Secured Party(ies) and address(es)

The Financial Corporation
of Illinois
4825 North Scott Street
Schiller Park, IL 60176

3 Maturity date (if any)

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 17.00
FILING FEE 1.00
TOTAL FEE 18.00
MAY 13 1977 11:15 AM
CLERK

4 This financing statement covers the following types (or items) of property

SEE SCHEDULE A ATTACHED HERETO.
Exempt from recordation tax.

ACS NOS. 77 AND 78

5 Assignee(s) of Secured Party and Address(es)



This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Anne Arundel County Clerk, MD

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented: 23

RALION CORPORATION

THE FINANCIAL CORPORATION OF ILLINOIS

By: William Vanderlip, VP
Signature(s) of Debtor(s)

By: _____
Signature(s) of Secured Party(ies)

Title

(By Filing Officer Copy Alphabetical)

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

BOOK 509 PAGE 267

SCHEDULE A
TO
UCC-1
BETWEEN: RALION CORPORATION ----- DEBTOR/BORROWER
AND FINANCIAL CORPORATION OF ILLINOIS ----- SECURED PARTY/LENDER

1. EQUIPMENT

All of Borrower's right, title and interest in and to (i) that certain Lease Agreement dated November 15, 1984, between Ralion Corporation, as Lessor, and American Cancer Society, Inc., as Lessee, to the extent of Equipment Schedule Nos. 77 & 78 which are attached to said Lease (hereinafter referred to as the "Lease"), and including, without limitation, (a) all of Borrower's rights, titles, interests, powers, remedies and privileges under the Lease, (b) all moneys and claims for moneys due and to become due from the Lessee under the Lease and all claims for damages arising out of any breach of the Lease, and (c) all of Borrower's rights to make determinations, exercise options, give or withhold consents, elect remedies, file notices and repossess or repair the Equipment under the Lease; and (ii) all Equipment described below:

All of the following Equipment is manufactured by IBM Corporation.

The following Equipment is for Schedule No. 77.

Quantity	Model	Description	Location	Serial Nos.
1	3256	Terminal Adapter	Exec. Tower Park Bldg.	3276 (86416)
1	3257	Terminal Adapter	Albany, NY 12203	3276 (86416)
1	3174-51R	Control Unit	1840 York Road	P1028
1	3179-100	Color Display	Timonium, MD 21093	GC432
1	3299-002	Multiplexer		F0644
1	3179-100	Color Display	5520 W. Markham St.	FW229
1	3268-002	Printer	Little Rock, AR 72205	69048
1	3268-002	Printer	2433 Ridgepoint Dr.	69320
14	3179-100	Color Display	Austin, Texas 78754	GC973, GC977, GC979, GC980, GC981, GC985, GC996, FX670, GC966, GC967, GC968, GC972, GC969, GC991
1	3179-100	Color Display	104 Route 3 North Gambrills, MD 21054	GC438
1	3179-100	Color Display	200 E. Joppa Road Towson, MD 21204	6B183
1	3174-51R	Control Unit	3316 W. 66th Street	P1215
4	3179-100	Color Display	Minneapolis, MN 55435	FV919, FV880, FV914, FV911
1	3299-002	Multiplexer		E5695
1	3179-100	Color Display	11323 Amgerst Avenue Silver Springs, MD 20902	6C429

<u>Quantity</u>	<u>Model</u>	<u>Description</u>	<u>Location</u>	<u>Serial Nos.</u>
1	3179-100	Color Display	909 E. San Antonio El Paso, TX 79901	6C429
1	3268-002	Printer	5800 Lomas NE Albuquerque, NM 87110	69319
1	3179-100	Color Display	8214 Wurzbach Road San Antonio, TX 78704	FY302
2	3179-100	Color Display	2222 Montgomery	A5860, A5859
1	3268-002	Printer	Fort Worth, TX 76107	69322
1	3268-002	Printer	3003 Van Buren Topeka, KS 66611	69318
3	3179-100	Color Display	8900 Carpenter Freeway Dallas, TX 75247	6B122, 6B114, 98366,
1	3268-002	Printer		69321
1	3179-100	Color Display	1102 Autrey Houston, TX 77006	BU425
1	3268-002	Printer	6725 Lyons St. E. Syracuse, NY 13057	69481

The following Equipment is for Schedule No. 78.

3	3179-100	Color Display	6725 Lyons Street E. Syracuse, NY 13057	6K682, 6K686, 6K696
1	3268-002	Printer	2600 Route 1 North Brunswick, NJ 08902	70333
1	3268-002	Printer	3416 Maple Avenue East Vienna, VA 22180	70329
1	3268-002	Printer	808 Live Oak Drive Chesapeake, VA 23320	70335
1	3268-002	Printer	4240 Park Place Court Glen Allen, VA 23060	70336
1	3268-002	Printer	247 Commonwealth Avenue Boston, MA 02116	70334
1	3268-002	Printer	46 Fifth Street Atlanta, GA 30309	70337

<u>Quantity</u>	<u>Model</u>	<u>Description</u>	<u>Location</u>	<u>Serial Nos.</u>
1	3268-002	Printer	9575 North Valparaiso Court Indianapolis, IN 46268	70338
1	3268-002	Printer	145 Pidgeon Hill Road Huntington Station, NY 11746	70339

II. Insurance

All insurance covering the above described Equipment against risk of fire and theft or any other physical damage or loss whatsoever and the proceeds thereof.

FINANCING STATEMENT

BOOK 509 PAGE 270

200111

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. **FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.**
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) / Lessee

Address(es)

Westlex Ltd. Partnership

2448 Holly Ave., Suite 300
Annapolis, MD 21401

6. Secured Party / Lessor

Address

Mt. Vernon Leasing, Inc., T/A Diversified Leasing

2024 West Street
Annapolis, Maryland 21401

Attention: Margaret A. Bracone
(Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Westlex Ltd. Partnership

Michael G. Foundos (Seal)
Michael G. Foundos, President (Seal)

_____ (Seal)

_____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

11-50

BOD# 509 PAGE 271

SCHEDULE A
WESTLEX LTD. PARTNERSHIP
LEASE #6144

Vendor: Duncan Fabricating Co.	
Various plumbing & laundry supplies	\$3,559.50

Mailed to Secured Party

BOOK 509 PAGE 273

SCHEDULE A
DORSEY/RECORDS, INC.
LEASE #6131

Vendor: Gelco Space
Invoice #28977

(1)	(12' x 48' OA) 12' x 44' Designer Unit #198447 serial #34410	\$15,625.00
	- add partition	175.00
	- loose block and level solid level ground	135.00
	- delivery to unobscured site	175.00
	- one set 4'x4' steps and platform	375.00
	- skirting material and labor	984.00
	TOTAL	<u>\$17,469.00</u>

Mailed to Secur
Secured Party

FINANCING STATEMENT

BOOK 509 PAGE 272

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) / Lessee Address(es)
 DORSEY/RECORDS, INC. 7205 Montevideo Road
Jessup, MD 20794

6. Secured Party / Lessor Address
 Mt. Vernon Leasing, Inc., T/A Diversified Leasing 2024 West Street
Annapolis, Maryland 21401
 Attention: Margaret A. Bracone
 (Type name & Title)

RECORDING FEE 11.00
 MORTGAGE 50
 TAX 077.00 11.20
 CR
 CLEAR
 APR 9 87

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors DORSEY/RECORDS, INC.
Charles J. Dorsey (Seal) _____ (Seal)
Charles J. Dorsey, President (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
 2-2820 (3/85) 1150

BOOK 509 PAGE 273

SCHEDULE A
DORSEY/RECORDS, INC.
LEASE #6131

Vendor: Gelco Space
Invoice #28977

(1)	(12' x 48' OA) 12' x 44' Designer Unit #198447 serial #34410	\$15,625.00
	- add partition	175.00
	- loose block and level solid level ground	135.00
	- delivery to unobscured site	175.00
	- one set 4'x4' steps and platform	375.00
	- skirting material and labor	984.00
	TOTAL	<u>\$17,469.00</u>

Mailed to Secured Party

FINANCING STATEMENT

BOOK 509 PAGE 276

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

200 115

5. Debtor(s) Name(s) / Lessee Address(es)

Dorsey/Records, Inc.

7205 Montevideo Road
Jessup, MD 20794

6. Secured Party / Lessor Address

Mt. Vernon Leasing, Inc., T/A Diversified Leasing

2024 West Street
Annapolis, Maryland 21401

Attention: Margaret A. Bracone
(Type name & Title)

RECORD FEE 1.10
RECORD FEE 9.90
FIXTURE 1.50
CR DEBT

RENEW 11/27 PM 11:22

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Dorsey/Records, Inc.

Debtors Charles J. Dorsey (Seal) _____ (Seal)
Charles J. Dorsey, President (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

11.50

BOOK 509 PAGE 277

SCHEDULE A
DORSEY/RECORDS, INC.
LEASE #6140

Vendor: Mark Downs, Inc.
Invoice #3048-0

1	HN15281RHH 72x36 sin ped dsk RH	\$ 350.00
1	HN15202LHH 48x20 exec ret LH M	297.00
2	CW343C side arm chair ea.\$139	278.00
1	CW342 exec chair	199.00

Invoice #3047-0

1	OF127236DP 36x72 exec dsk	639.00
1	OF127220CRD 20x72 credenza	609.00
1	OF1272CD ctr drwr/wal	49.00
1	CW242C/M03507WH HB ex chr	199.00
2	CW243C/oak sledbase side ch. each \$139	278.00

Vendor: Capital Forklift
Quotation #1859-12

1	Hyster 1978 Forklift Truck 7,000 cap. 170" Simplex Mast 48" Forks gas powered Pneumatic Tires Sr#C005D 18606Y	5,700.00
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Sold to Diversified Leasing from Dorsey/Records

1	ea. #410 Merlin Control Unit
1	ea. #3161 Merlin 10 Function Desk Phone
1	ea. #2640 Code A Phone Answering Unit

TOTAL: 750.00

Telephone

1,200.00

Mailed to Secured Party

FINANCING STATEMENT

BOOK 509 PAGE 278 REC 116

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) / Lessee Address(es)
 Dalnekoff & Mason, PA 2448 Holly Ave., Suite 301
 Annapolis, MD 21401

6. Secured Party / Lessor Address 2024 West Street
 Mt. Vernon Leasing, Inc., T/A Diversified Leasing Annapolis, Maryland 21401
 Attention: Margaret A. Bracone
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Dalnekoff & Mason, PA
 Debtors
 _____ (Seal) _____ (Seal)
 Barry Dalnekoff, President _____ (Seal) _____ (Seal)

Mr. Clerk, Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.
2-2820 (3/85)

17.50

SCHEDULE A
DALNEKOFF & MASON, PA
LEASE #6143

Vendor: J&M Electronics Inc.
Invoice #6638

1	260-1347 printer cable	29.95
1	260-2810 printer	945.00
6	6200 FA surge suppressor ea 19.99	119.94
2	FR110S calculators ea 45.00	90.00
1	14-0638 cassette deck	199.95
1	31-3001 receiver (stereo)	319.95
2	400-2030 Minimus 7 spkrs. ea 45.00	90.00
2	9506CC printer cables ea 30.00	60.00
	TOTAL	\$1,854.00

Vendor: Corporate Design, Ltd.
Invoice #00383

1	AF096X24BN Racetrack conf. table	\$2,792.00
8	PA361-1 conf chairs ea 308.00	2,464.00
4	GI29 side chairs ea 88.00	352.00
1	MC PWS18X36 parson table	295.00
1	RM2523 stepstool	30.00
	TOTAL	\$5,933.00

Mailed to Secured Party



SECOND NATIONAL Building & Loan

200117

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor(s) (or Assignor) and address:
 Champion Realty Inc.
 River Reach Professional Center
 790 Ritchie Highway Suite E36
 Severna Park, Md. 21146

RECORD FEE 1.00
 SEARCH FEE 10.00
 FILING FEE .50

2. Name of Secured Party (or Assignee) and address:
 Second National Building and Loan, Inc.
 Route 50 & Phillip Morris Drive
 Post Office Box 2558 ATTN: Joy Custis
 Salisbury, MD 21801

3. This Financing Statement covers the following types (or items) of property:
 All furniture, equipment, and lease hold improvements at all offices of
 Champion Realty Inc.

356463 0777 001 711-23

4. Check the statements which apply, if any, and supply the information indicated.

The underlying secured transaction is not subject to recordation tax

FEB 9 87

The underlying secured transaction is subject to recordation tax on the principal amount of \$ _____

(If collateral is crops—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)

The above-described crops are growing or to be grown on:

(If collateral is goods which are or are to become fixtures—describe real estate; include name of record owner, house number and street or block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of this page)

The above-described goods are affixed or to be affixed to:

(If proceeds of collateral are covered). Proceeds of the collateral are also covered.

(If products of collateral are covered). Products of the collateral are also covered.



Debtor(s) Champion Realty Inc. by:

Secured Party

[Signature]
Chris Coile/President

BY:

[Signature]
William T. Hill/Senior Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

DATED: February 3 19 87

REV. 2/84

Mailed to Secured Party

11.50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 266444

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc.
Address 921 Hillcrest Road Hanover, MD 21076

2. SECURED PARTY

Name R & D Equipment Sales, Inc.
Address P.O. Box 227 Gambrills, MD 21054
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 18.00
1.50
438444 677 R21 11:24

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

MAR 9 97

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Superior Steel Products, Inc. d/b/a
Superior Steel Erectors, Inc.

John Geddings Pres
(Signature of Debtor)

John Geddings Pres
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

R & D Equipment Sales, Inc.

Donald E. Wilson Pres
(Signature of Secured Party)

Donald E Wilson Pres
Type or Print Above Signature on Above Line

BOOK 509 PAGE 282

CONDITIONAL SALE CONTRACT NOTE

TO: R & D Equipment Sales, Inc. (Seller)

FROM: Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc. (Buyer)

P.O. Box 227 Gambrills, MD 21054 (Address of Seller)

921 Hillcrest Road Hanover, MD 21076 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):

One (1) Grove Hydraulic Rough Terrain Crane Model RT605, S/N 402224 70774

gdc Dec

(1) TIME SALES PRICE	\$ 45,936.00
(2) Less DOWN PAYMENT IN CASH	\$ 4,500.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance)	\$ -0-
(4) CONTRACT PRICE (Time Balance)	\$ 41,436.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 921 Hillcrest Road Hanover, MD 21076

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **Forty one thousand four hundred thirty six and 00/100*******

Dollars (\$ 41,436.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 2nd day of March, 19 87, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,151.00 and the final installment being in the amount of \$ 1,151.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: February 2, 19 87

BUYER(S)-MAKERS(S):

Accepted R & D Equipment Sales, Inc. (SEAL)

Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc. (SEAL)

By: Donald R. White Pres.

By: John Keating Pres

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any, and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)
(Guarantor-Endorser)	(L.S.)	(Guarantor-Endorser)	(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may and it Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date _____ 19 _____	(SEAL) (Corporate, Partnership or Trade Name or Individual Signature)	} Signature of Seller
(Witness)	By: _____ (Signature, Title of Officer, "Partner" or "Proprietor")	

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated February 2, 1987

between R & D Equipment Sales, Inc.

as Seller-Lessor-Mortgagee

and Superior Steel Products, Inc. d/b/a Superior Steel Erectors, Inc. 921 Hillcrest Road Hanover, MD 21076

(Name) (Address)
as Buyer-Lessee-Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatrued installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 41,436.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 2nd day of February, 1987

R & D Equipment Sales, Inc. (SEAL)
By Donald E. Wilk Pres.

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

LA 15A

Mailed to Secured Party

MA42097J39

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) E.A. West and Son PO Box 493 Millersville, MD 21108	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO 1101 NORTH POINT BLVD. BALTIMORE, MD. 21224
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

Ford 4000 Tractor, Serial #C218065

RECORDED FEE 12.00
POSTAGE .30
COUNTY CLERK FEE 1.26
MAR 5 87

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

Anne Arundel Co.

Edward A. West, Pres

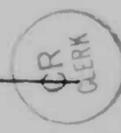
Edward A. West
(SIGNATURE OF DEBTOR)

Ford Motor Credit Co.

(NAME OF SECURED PARTY)

BY:

C. Porter
C. Porter



APC

DSD

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

BOOK 509 PAGE 286

DATE: November 14, 1986

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

200113

NAME OF DEBTOR(s): Eric V. Richardson

ADDRESS: 1688 Kings Bridge Court
Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Kawai KGD, Ebony Polish Piano Serial Number 1662010

RECORD FEE 11.00
POSTAGE .50
STATE CTT 31 11.31
MAR 9 87
POSTAGE .10
STATE CTT 31 11.31
MAR 9 87



DEBTOR(S):
Eric V. Richardson
Eric V. Richardson

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: *Robert E. Mann*
(Authorized Signature)

Robert E. Mann, Commercial Loan Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11/50

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

BOOK 509 PAGE 287 UCC-1
206150

Not Subject to Recordation Tax Conditional Sales Contract

For Filing Officer

Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Lang Masonry, Inc.
47 Maple Dale Avenue, Glen Burnie, MD 21061
(Name or Names) (Address)

DEBTOR: _____
(Name or Names) (Address)

2. SECURED PARTY: Siems Rental & Sales Co., Inc.
3683 Clipper Mill Road, Baltimore, MD 21211
(Name or Names) (Address)

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names) (Address)

4. This Financing Statement covers the following types (or items) of property:
One (1) new Lull, model 844 Forklift, s/n JDO1794N.

SEARCH FEE \$1.00
POSTAGE .50
RECORDING UNIT NO. T11-42
PR. 9 87



5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
Lang Masonry, Inc.
By: [Signature] Pres
(Title)
Gregory Lang
(Type or print name of person signing)

SECURED PARTY:
Siems Rental & Sales Co., Inc.
By: [Signature]
MARVIN W. ABBOTT
(Type or print name of person signing)

By: _____
(Title)
(Type or print name of person signing)

Mailed to Secured Party

11/50 Return To: Siems Rental & Sales CO., Inc.
3683 Clipper Mill Road, Baltimore, MD 21211

200101

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Terry L. Schmidt, Inc. (Name or Names)
1803 Lakeside Drive, Annapolis, MD (Address)

LESSEE (Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Superior Service Corporation (Name or Names)
of LESSOR 2001 E. Joppa Road, Baltimore, Maryland 21234 (Address)

4. This financing Statement covers the following types (or items) of property:
One - IBM PC XT 020 20 Mb Computer System with 1 - Color Monitor, 1 - Color Adapter,
1 - Display Write 4, 1 - Hayes 1200 Paul Allen, 1 - AGT Card, 1 - Mouse,
1 - Epson LX 86 Printer, 1 - Printer Cable, 1 - 360K Floppy Drive

RECORD FEE 11.00
POSTAGE .50
858440 CITY BAL TEL 144
MAR 9 87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)



LESSEE Terry L. Schmidt, Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Terry L. Schmidt President (Title)
Terry L. Schmidt (Type or print name of person signing)

By: Brian G. Connelly Mgr. (Title)
Brian G. Connelly (Type or print name of person signing)

By: _____ (Title)
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

1150

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Gunther's Leasing Transport, Inc.
Address 8350 Capel Drive Pasadena, MD 21122

RECORD FEE
17.00

17.00

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales
Address 8540 Pulaski Highway Baltimore, MD 21237
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

MAY 10 11 48 AM '87

MAY 9 87



3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

Mark Guthrie Pres.
(Signature of Debtor)

Mark Guthrie Pres

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chesapeake Ford Truck Sales, Inc. T/A
Chesapeake Truck Sales

Richard H. Schaub Sec-Treas
(Signature of Secured Party)

Richard H. Schaub Sec-Treas

Type or Print Above Signature on Above Line

CONDITIONAL SALE CONTRACT NOTE

Chesapeake Ford Truck Sales, Inc. FROM: Gunther's Leasing Transport, Inc.
TO: Inc. Chesapeake Truck Sales 8350 Capel Drive Pasadena, MD 21122
8540 Palaski Highway Baltimore, MD 21237

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:
Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1985 Ford Model LN9000 Single Axle Tractor, S/N 1FTXR90W0FVA15932

Table with 2 columns: Item description and Amount. (1) TIME SALES PRICE \$37,824.84; (2) Less DOWN PAYMENT IN CASH \$-0-; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$-0-; (4) CONTRACT PRICE (Time Balance) \$37,824.84

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8350 Capel Drive Pasadena, MD 21122

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty seven thousand eight hundred twenty four and 84/100***** Dollars (\$ 37,824.84)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 2nd day of March 19 87, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,050.69 and the final installment being in the amount of \$ 1,050.69 -0-% with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; not permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: January 30, 19 87
Accepted: Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (SEAL)
By: [Signature] (Print Name of Seller Here)
By: [Signature] Gunther's Leasing Transport, Inc. (SEAL) (Print Name of Buyer/Maker Here)
By: [Signature] (Print Name of Co-Buyer/Maker Here)
By: [Signature] (Print Name of Co-Buyer/Maker Here)

CAL 2XD(1-75)

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

BOOK PAGE 211

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and to all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller
By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

BOOK 509 PAGE 292

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated January 30, 1987

between Chesapeake Ford Truck Sales, Inc. 1/4 Chesapeake Truck Sales as Seller, Lessor, Mortgagee and Coatler's Leasing Transport, Inc. 1350 Capel Drive Pasadena, MD 21122 (Name) (Address)

as Buyer, Lessee, Mortgagee (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 37,024.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of January 19 87

Chesapeake Ford Truck Sales, Inc. 1/4 Chesapeake Truck Sales (SEAL)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA 15A

Mailed to Secured Party

206153

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Northwood Corporation BDA Pasadena 4 A Rentals
Address 8004 Jumpers Hall Road Pasadena, Maryland 21122

2. SECURED PARTY

Name Vermeer Sales & Service, Inc
Address P O Box 189 Annapolis Junction, Maryland 20701

3. ASSIGNEE

Name _____
Address _____
(Address to whom statement is to be returned)

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)

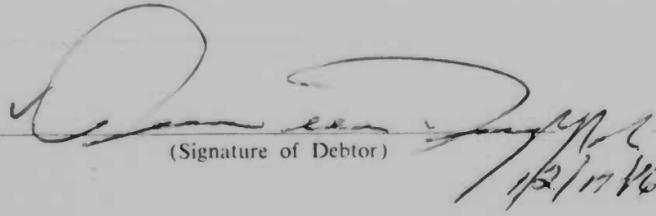
Vermeer V430 Tractor Serial #866

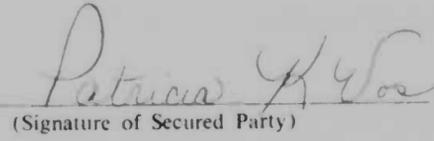
CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)


(Signature of Debtor)


(Signature of Secured Party)

Reese W. Diggs
Type or Print Above Signature on Above Line

Patricia K. Vos
Type or Print Above Name on Above Line

Mailed to Secured Party

MARYLAND FINANCING STATEMENT 509 PAGE 204

200151

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Interlease Inc.
132 Holiday Court #211 Annapolis, Md. 21401
(Name or Names)
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:
See Attached Schedule "A"

RECORDING FEE 11.00
POSTAGE .50
156471 CITY RD1 11150
MAR 9 87



5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Interlease, Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: [Signature]
Larry Simmons (Title)

By: [Signature]
Brian Connelly (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to:

(Type or print name of person signing)

1150

Schedule A

BOOK 509 PAGE 215

Attached to and made a part hereof Equipment Lease No. _____ dated _____.

<u>Quantity</u>	<u>Description</u>
2	AF1000-32 Box Weave Chair
1	AF7028-39 Secretarial Desk
1	AF0710 Navy Secretarial Chair
3	TRM400-V1 Chair Mat
1	LA1119-17 Table
3	LS1080 Lamp
3	EH3199 Blue Chair
1	GD1830 Walnut Typing Stand
1	CC3000-472 Table Desk
1	EH398 Brown Executive Chair
2	EH3151 Tan Darrell Chairs
1	EH3198 Brown Side Chair
2	FX 236 Sand Piles
1	EH3198 Blackberry Side Chair
1	EH400 Burgandy Executive Chair
4	EH3151 Blue Side Chairs
1	DE7909-36 Cherry Executive Desk
1	DE7909-20 Cherry Credenza
1	DE7379/04 Round Conference Table
1	ID 72/613 Walnut Desk
1	EH3547 Wine Server Case

Approved and agreed to this _____ day of _____, 1984

Lessee: Interlease, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: Brian G. Connelly

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

206 155

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Security Telecommunications, A Partnership T/A Black Patch Systems
(Name or Names)
415 Headquarters Dr. Millersville, Maryland 21108
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Baltimore Federal Financial, F.S.A.
(Name or Names)
P.O. Box 116, Baltimore, MD 21203
(Address)

4. This financing Statement covers the following types (or items) of property:

See attached Schedule A

RECORD FEE 14.00
POSTAGE .50



SEARCHED BY 11:51
MAY 9 87

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE Security Telecommunications, A Partnership T/A Black Patch Systems LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Joseph M. Catterino Partner
(Title)
(Type or print name of person signing)

By: Brian G. Connelly Mgr
(Title)
(Type or print name of person signing)

By: Dana St. hold Partner
(Title)
(Type or print name of person signing)

Return to:
Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203
Attn: Nancy Gaynor

1850

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. IFSL 1849
dated December 9, 1986.

<u>Quantity</u>	<u>Description</u>
1	IBM PC XT, 640K, 80286CPU, 1.2 MB + 20 MB #1004560
1	Adapter Mono Display and Print
1	Monitor, Monochrome
1	ASYN Comm Adapter 1-4 Ports #6155931
1	ASYN Comm Adapter 5-8 Ports
1	The Retailer System
1	Terminal Invoicing
1	Balance Forward/Ar
1	Installation 1st System
1	Name Lookup PSI Item
1	Letter Writer PSI Item

Approved and agreed to this 9th day of December, 1986

Lessee: Security Telecommunications, Lessor: Chesapeake Industrial Leasing Co., INC.
A Partnership T/A Black Patch Systems
By: [Signature] By: Brian G. Connelly

Mailed to Secured Bally

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (For Fixtures only).

<u>Name of Debtor</u>	<u>Address</u>
MC Trucking Inc. Milton Carter Armes, Jr. Josephine E. Armes	278 Thor Bridge Court Severna Park, Maryland 21146


 RECORD FEE 11.00
 BUSINESS .50
 11/15/88
 11 9 37

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland —Address: 14700 Main Street
Upper Marlboro, Md. 20772

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Five (5) Kenworth Tractors ser. #'s 252315J, 252318J, 252326J, 252334J and 252335J

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
MC Trucking Inc.
Milton Carter Armes, Jr.
Milton Carter Armes, Jr. (President)
Josephine E. Armes
Josephine E. Armes (Vice President)

Secured Party (or Assignee)
First National Bank of Maryland
BY *Shirley Mascaro*
Shirley Mascaro

BW

Mailed to Secured Party

BOOK 509 PAGE 299

266153

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)

Geiger, Pete & Michele dba
Gulf Atlantic Seafood Transp.
P.O. Box 8731 B.W.I. Airport
Baltimore, Maryland 21240

2 Secured Party(ies) and Address(es)

Breen Trailer Sales, Inc.
2801 Annapolis Road
Baltimore, Maryland 21230

3 Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00
POSTAGE .50
33450 CITY BAL 11:58
MAR 9 87

4 This financing statement covers the following types (or items) of property:

1 Used 1984 American Model A453 48' Insulated van Semi-Trailer
serial # 1PMRO4829E3037442 with a Carrier Unit NDJ 425
Refrigeration Unit S/N J85066060

5 Assignee(s) of Secured Party and Address(es)

Clark Equipment Credit Corp.
Griffin Center, Suite 201
7 Waterside Crossing
Windsor, Conn. 06095

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with:

Michele & Pete Geiger dba Gulf Atlantic Seafood Transp.

Breen Trailer Sales, Inc.

By:

Pete & Michele Geiger
Signature(s) of Debtor(s)

By:

K. Breen
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

13 50

603469 Rev. 12-80

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. F21-7 U.C.C. 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. I.O. 250042 recorded in
Liber 468 Folio 238 on Dec. 7, 1983 (Date).

1. DEBTOR(S):

Name(s) Richard J. Barnola

Address(es) c/o Herrington Harbor South, Deale, MD (Anne Arundel Co)

2. SECURED PARTY:

Name First Pennsylvania Bank N.A.

Address 3020 Market St., 2nd Floor, Phila., Pa 19104

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

9. SIGNATURES.

Thomas Maugeri
Thomas Maugeri, Assist. Secy.

SECURED PARTY

First Pennsylvania Bank N.A.

By John K. Price
John K. Price, AVP

(Type Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

Mailed to Secured Party

403

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200453

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated October 23, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baltimore Aircoil, Inc.
Address 7595 Montevideo Road, Jessup, MD 20794

RECORD FEE 11.00
JESSUP ROAD MD 20794

2. SECURED PARTY

Name Systems Leasing Corporation
Address 8260 Greensboro Drive, McLean, VA 22102, Suite 225



Person And Address To Whom Statement Is To Be Returned If Different From Above.

MAR 9 87

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(3) 30155A ATP Modem, together with all additions and accessions thereto, replacements thereof, and substitutions therefor.

Name and address of Assignee

This filing is not intended to create or perfect a security interest and is made only to provide notice of a lease arrangement.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

BALTIMORE AIRCOIL, INC.
Signature of Debtor
Howard R. Murray
Signature of Debtor

2402 Sch. 4
SYSTEMS LEASING CORPORATION
Signature of Secured Party
Alma Calcaj

15

BOOK 509 PAGE 302

200160

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)

Mid Atlantic Beverage Srv. Inc.
7455 D New Ridge Rd.
Hanover, Md. 21076

2 Secured Party(ies) and address(es)

Bloomfield Industries, Inc.
4546 W. 47th Street
Chicago, Illinois 60632

3 Maturity date (if any)

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
MISTAKE .50
CR CLEAR
NOV 10 1987

4 This financing statement covers the following types (or items) of property

ALL COFFEE BREWERS AND WARMERS NOW OWNED OR HEREAFTER ACQUIRED INCLUDING ALL SUBSTITUTIONS OR REPLACEMENTS AND INSURANCE OR OTHER PROCEEDS THEREOF COVERED BY THAT CERTAIN AGREEMENT NO. 42-20 BETWEEN DEBTOR AND SECURED PARTY AS COVERED BY ATTACHED SCHEDULE.

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

5. Assignee(s) of Secured Party and Address(es)

Sanwa Business Credit Corp.
~~209 So. La Salle Street~~
Chicago, Illinois ~~60609~~
1 S. Wacker Dr. 39th Fl.
60606

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

MID ATLANTIC BEVERAGE SERVICE INC

Bloomfield Industries, Inc.

By David Carroll David Carroll
Signature(s) of Debtor(s)

By Donald Mauer Donald Mauer
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

BLOOMFIELD Industries, Inc. CHICAGO, NEW YORK, LOS ANGELES, TORONTO, SAN JOSE

4548 WEST 47th STREET • CHICAGO, ILLINOIS 60632-4494 • (312) 254-7800 • TWX 910-221-8771

BOOK 509 PAGE 303

SCHEDULE

AGREEMENT NO. 42-20

DATED 1-28-87

SCHEDULE NO. A

BETWEEN: Bloomfield Industries, Inc.
and Mid Atlantic Beverage Srv., Inc.

QUANTITY	EQUIPMENT (MAKE MODEL SERIAL NUMBER)
EQUIPMENT 31 ea.	8571 3 Wrmr. Coffee Brewer SN#: 11860253 to 0260, 270 to 276, 0309 to 0316, 0325 to 0332
33 ea.	8572 3 Wrmr. Auto Coffee Brewer W/Faucet SN#: 11860137 to 0164, 059, 061, 063, 064, 065

Mailed to Secured Party



ALEX DIV. BLOOMFIELD Food Service Div.

509 304

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input checked="" type="checkbox"/> Debtor is a Transmitting Utility. 3583	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) RED ROOF INNS, INC. dba: Red Roof Inn 7306 Parkway Drive Hanover, Maryland 21076	2. Secured Party(ies) and address(es) UNIVERSAL COMMUNICATION SYSTEMS, INC. 1401 Municipal Rd., N.W. Roanoke, VA 24012	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORDS FEE 10.00 MISTAKE .50 ROANOKE CITY ROI 714136 AUG 29 1984

7. This statement refers to original Financing Statement No. 253604 filed (date) 8/23/84 with A.A. County
Book 477, Page 206

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)
 F. Other

Private telephone communication equipment...

Dominion Trust Co.
Attn: Corporate Trust Dept.
P. O. Box 13327
Roanoke, VA 24040

Mailed to Secured Party

By _____ Signature(s) of Debtor(s) (only on amendment)

By Dallas G. Jarrell Signature(s) of Secured Party(ies)

UNIVERSAL COMMUNICATION SYSTEMS, INC.
Dallas G. Jarrell, Vice President

BOOK 509 PAGE 305

200102

To Be Recorded In The Chattel And
Land Records Of Baltimore County,
The Chattel Records Of Howard
County And Anne Arundel County
And Among The Financing Statement
Records Of The State Department
Of Assessments And Taxation.

NOT SUBJECT TO RECORDATION TAXES

RECORD FEE 14.00
SERIAL 250
FEB 11 1977 101 14:37
MR 9 27

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: SHARBROOKE MANAGEMENT COMPANY,
T/A "HEAVENLY HAMS"
8860 Citation Road
Baltimore, Maryland 21221
2. SECURED PARTY: UNION TRUST COMPANY
OF MARYLAND
7 St. Paul Street
Baltimore, Maryland 21202
Attention: Elaine H. DePoy,
Corporate Banking Officer
3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
 - a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets and/or property rights of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
 - (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
 - (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
 - (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
 - (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing

or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");

- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
 - (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
 - (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
 - (viii) All franchises, subfranchises, rights to distribute, sales agencies, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
 - (ix) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
 - (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
 - (xi) General Intangibles in the form of goodwill; and
 - (xii) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

BOOK 509 PAGE 307

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property. Some of the above described property may be affixed to the following real property: (i) Perry Hall Crossing Shopping Center located at 8800 Belair Road, Baltimore, Maryland (Record Owner: Silver Bell Associates); and/or (ii) Pace Plaza, Woodlawn Drive, Baltimore County, Maryland (Record Owner: Meadows Associates Limited Partnership).

DEBTOR:

SHARBROOKE MANAGEMENT COMPANY,
A Maryland Corporation

By: Steven W. Sachs (SEAL)
Steven W. Sachs, President

Date: February 19, 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash, Paralegal
Gebhardt & Smith
The World Trade Center
Ninth Floor
Baltimore, Maryland 21202
(File No.: (JMS) 6069)

JMS:6069
H-01.12

Mailed to Secured Party

300 509 PAGE 308

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 160,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Steele & Faust, P.A.
(Name)
104 Forbes Street
(Address)
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Cathy T. Lewis
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Maryland 21401

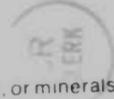
1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

[Handwritten signature]

See Attached Schedule "A"

RECORD FEE 17.00
RECORD TAX 1120.00

POSTAGE 50
MAY 9 '87



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor _____

- 3. Products of the collateral are also specifically covered
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)

Steele & Faust, P.A. (Seal)
Stephen E. Faust, MD (Seal)
(Signature)

(Print or Type Name)

DEBTOR (OR ASSIGNEE)

(Seal)

(Signature)

(Print or Type Name)

17 1120 50

Continental X-Ray Corporation

CS-B201 TRI-STAR***SYSTEM

A basic radiographic System with 300 MA Power Unit, 4-Way Horizontal Table, Floor/Ceiling Tubestand with low travel, and X-Ray Tube.

1 ea	G-7403	POWER UNIT : SHERIDAN-325
1 ea	T-7967	TABLE: SALES Horizontal Table with 4-Way Floating table Top
1 ea	S-7118 6612.302	TUBESTAND: SEDGWICK-1 Tubestand Column for 8'11" to 12' ceiling heights. Provides 54" vertical travel, from 18" to 72" focalspot to floor distance
	9285.100 9353.701	COLLIMATOR: Semi-automatic Collimating System Vertical Actuator Kit Horizontal Distance Translator Swivel Mount Tubehead
1 ea		X-RAY TUBE: H.O. 1.0 - 2.0 90 degree Arm Table (300,000)
1 pr	9440.722	<u>HIGH VOLTAGE CABLES:</u> 22 ft. High Voltage Cables
1 ea	222470	Wall Cassette Holder sizes 14x17, 11x14, 10x12, 8x10
1 ea		Grid - 14" x 17" 103 line - 10:1 ratio
1 ea		Kodak M7B Automatic Processor with stand and replenishment tanks
1 pr		Bar Ray #69300 Lead Gloves
1 ea		S & S Film Bin #125
1 set		CF1-14 Sponge Set
1 ea		S & S Caliper #159
1 ea		Bar Ray Lead Apron #60946
1 ea		Shielding Lap Apron #801
1 pr		L & R Markers
1 ea		CF1-504 Weights with Straps
1 ea		S & S Lead Panel 36 x 84 #559D
1 ea		S & S lead Panel 12x 84 #559E
1 ea		S & S Wall Brace #559L
1 ea		S & S Channel #559ML
1 ea		S & S Glove and Apron Rack
		<u>DETECTORS STATION</u>
2 ea	#70-221	Base cabinet with Two drawers & storage (24"x40½"x21")
1 ea	#70-224	Base cabinet with Two drawers and storage (24"x40½"x24")
1 ea	#70-236	Base Cabinet with Two drawers (24"x40½"x36")
2 ea	#20-42	Overhead Cabinets with Adjustable Shelves
1 ea	#20-30	Overhead Cabinets with Adjustable Shelves
1 ea	# 20-30	Overhead Cabinets with Adjustable Shelves

- 1 ea #20-16 Overhead Cabinets with Adjustable Shelves
 2 ea #55-215 Two drawer file cabinet (24"x40½"x15")

EXAM ROOMS

- 5 ea #70-185B Sink Base Unit (24"x40½"x18")
 10 ea #70-115 Base Cabinet with single 6" drawer & Storage (15"x40½"x18")
 5 ea #20-30 Overhead Cabinet with Adjustable Shelves (12"x30"x30")
 5 ea #20-18 Overhead Cabinet with adjustable shelves (12"x30"x18")
 1 ea Lock for Exam #5

CASTING ROOM A

- 2 ea #70-115 Base cabinet with single drawer & storage (24"x40½"x15")
 4 ea #70-124 Base cabinet with single drawer & storage (24"x40½"x24")
 1 ea #70-121 Base cabinet with single drawer & storage (24"x40½"x21")
 1 ea #70-365B Sink base cabinet (24"x40½"x36")
 4 ea #20-42 Overhead cabinet with adjustable shelves
 1 ea #20-15 Overhead cabinet with adjustable shelves

CASTING ROOM B

- 1 ea #20-30 Overhead cabinet with adjustable shelves
 3 ea #20-36 Overhead cabinet with adjustable shelves

RECEPTION AREA

- 1 ea 24' U shaped counter top
 2 ea #20-42 Overhead Cabinets with adjustable shelves
 2 ea #55-318 Base cabinet with two drawers and file (24"x28½"x18")
 1 ea #20-24 Overhead Cabinets with adjustable shelves
 1 ea #55-324 Base cabinet with two drawers & file (24"x28½"x24")
 1 ea Lock
 1 ea 4' Organizer

STORAGE ROOMS

- 2 ea 6' storage shelves
 1 ea 7' storage shelves

FURNISH & ACCESSORIES

- 1 Lateral file
 1 Executive chair
 1 Executive Desk, slate top
 2 Consult chairs
 1 Bookcase 48" H
 1 3 drawer lateral file #553133601 (18x36) piece of laminate on top
 12 Lobby Chairs
 2 Corner Tables
 4 Exam Room Chairs
 3 Secretarial Chairs
 4 Stackable Chairs
 2 5 - Drawer Lateral Files
 4 Magazine Racks
 1 Convection Oven
 1 Coffee Machine Table
 1 Wall - Mounted Coat Rack
 6 Pictures

Schedule A cont.

1		512 K Central Processing Unit Mark IV
1		16 port Multiplexor
1		Disc Controller
1		86 MB Disc
1		Tapo Back-up System (4500)
1		TI 300 Printer 300/150 CPS
2		Okidata 193 Printer 160 CPS
5		CRT'S
1		Medfax Billing -A/R Software
1		Iris Operating System
1		On-Site Training - 5 days
1		Classroom Training - 3 dys
1		Organizer Manual
1		User's Manual
1		Manager's Manual
1		300/1200/2400 Baud Auto Answer-Modem
1		Hardware Installation
1		Medfax Source Code
1		Conversion of Data from Omni American System to Mark IV
3		WYSE 50 CRT's (2 located at OSS Main Office and 1 at Crofton)
1		Okidata 193 Printer 160 cps (located at Crofton Office)
2		WYSE PC-XT, 1 Floppy, 10MB-Mono Monitor (For Word Processing, one to located at OSS Main Office and other at Crofton Office)
2		QUME Letter Quality Printers 90 cps (For Word Processing at above sites)
1		MICROSOFT "WORD with SPELLER" SOFTWARE for Word Processing
2		300/1200/2400 Concorde Modems for computer transmission to and from Crofton Office
1		SOFTERM SOFTWARE to interface with PC at OSS Main Office and MARK IV CPU
6		TRAINING DAYS AS FOLLOWS: Three(3) days prior to 12/20/86 for training in Word Processing and 1st Phase of Follow-up; Three (3) days prior to 3/1/86 as second phase of follow-up.
		<u>X-RAY</u>
1 ea		5' Counter Top
1 ea	#70-36	Base Cabinet with adjustable shelves (18"x41 1/2"x36") with lock
1 ea	#RU-50	Kadan 5.0 CF Compact Refrigerator

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 418 Page No. 316
Identification No. 229418 Dated 13 November 1979

1. Debtor(s) { Florida Marina & Boat Sales, Inc.
Name or Names—Print or Type
398 Outing Avenue, Pasadena, Md. 21122
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank, P.O. Box 13204
Name or Names—Print or Type
225 N. Calvert Street, Baltimore, Md. 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RETURN TO:
EQUITABLE BANK, N.A.
100 S. CHARLES STREET
BALTO., MD. 21201
ATTN: CONSUMER CREDIT
A.J. Shaughness
060701

Dated: 2/6/87

Maryland National Bank
Name of Secured Party
Ajwan Singh
Signature of Secured Party
AJAWNA SINGH RETAIL FINANCE OFFICER
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

1500

Mailed to Secured Party

AA Co.

BOOK 509 PAGE 313

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 415 Page No. 235
Identification No. 228468 Dated 2, October, 1979

1. Debtor(s) Florida Marina & Boat Sales, Inc.
Name or Names—Print or Type
2904 Mountain Road, Pasadena, Md. 21122
Address—Street No., City - County State Zip Code

2. Secured Party Maryland National Bank
Name or Names—Print or Type
225 N. Calvert Street, Baltimore, Md. 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION XX (Indicate whether amendment, termination, etc.)</p>

RETURN TO:
EQUITABLE BANK, N.A.
100 S. CHARLES STREET
BALTO., MD. 21201
ATTN: CONSUMER CREDIT
A.J. Shaughness 060701

RECORD FEE 10.00
MAY 10 11 44 AM '79
MAR 9 87



Dated: 2/6/87

Maryland National Bank
Name of Secured Party

Arijana Singh
Signature of Secured Party

AARIJANA SINGH RETAIL FINANCE OFFICER
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

15 Mailed to Secured Party

BOOK 509 PAGE 314

800101

The FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

3 Maturity date (if any)

Savel, Richard I.
c/o The Bread Place
1308 Forest Drive
Annapolis, MD 21403

Guyon, Jean-Francois
c/o Guyon & Co, Inc.
~~XXXXXXXXXXXXXXXXXXXX~~
2350 E. York St.
Phila., PA 19125

For Filing Officer (Date, Time,
Number, and Filing Office)

REGISTRATION FEE 12.00
FILING FEE 50
TOTALS \$67.42
MAY 7 87

4 This financing statement covers the following types (or items) of property (215) 425-5707

ONE PIECE OF BAKERY EQUIPMENT
ONE REVERSIBLE DOUGH SHEETER,
MODEL T 50, 220 volts, 1 phase, 60 HZ,
1/2 HP
SERIAL # 8513478

5 Assignee(s) of Secured Party and
Address(es)

CR
CLERK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

Richard I. Savel

Jean-Francois Guyon

By [Signature]
Signature(s) of Debtor(s)

By [Signature] President
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Mailed to Secured Party

Identification 457 5 245477

Dated December 14, 1982

BOOK 509 PAGE 315

206165

Robert and Janet Hunter
Name or Names -- Print or Type

1. Debtor(s) 1426 Wrighton Road Lothian (Ann Arundel Co) Maryland
Address - Street No. City-County State Zip Code

Sears, Roebuck and Co.
Name or Names -- Print or Type

2. Secured Party 10301 Westlake Drive Bethesda, Montgomery MD 20817
Address - Street No. City-County State Zip Code

3. Maturity Date (If any)

4. Check Applicable Statement:

REGISTRATION FEE 10.00
STATE 30
DATE 07/11/86
8/37

- A. Continuation
The original financing statement between the forgoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: _____
- C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:
- D. Other: Termination..... XX
(Indicate whether amendment, termination, etc.) TERMINATION

Mailed to Secured Party

Dated: February 12, 1987

SEARS, ROEBUCK and Co.
Name of Secured Party
Signature of Secured Party
C.W. Scheer - Credit Central Mgr.
D.M. Kielkucki - Operating Mgr.
Type or Print (Indicate Title)

10.50

FINANCING STATEMENT

206 166

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Robert D. Gillen
Tina R. Schrum

7959 Telegraph Road #68
Severn, Maryland 21144

HACO

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).
NEW 1984 Holly Park Homes, Inc., "Overland Park" Mobile Home
70 X 14, Beige, Serial # 01-OP-11795
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE \$5.00
RECORDED BY T147-87
MR. 9 87

Debtor

Secured Party

Robert D. Gillen
ROBERT D. GILLEN
Tina R. Schrum
TINA R. SCHRUM

THE BANK OF BALTIMORE

BY *Mrs. Sylvia Hill*



Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

1200

Mailed to Secured Party,

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Cyndra D. Stephenson
Christopher A. Lewis

Chesapeake Mobile Court #183
Ridge Chapel Road
Hanover, Maryland 21076

AA Co

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).
New 1987 Imperial Homes Corp. "Sovereign" Print 1805 Mobile Home 60 X 28, White/Gray, Serial # IH871622A/B
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

PAID BY FEE 17.00
PAID BY 1.50
2007 OCT 20 11:47
MR. P. BY

Debtor

Secured Party

Cyndra D. Stephenson
CYNDRA D. STEPHENSON

THE BANK OF BALTIMORE

Christopher A. Lewis
CHRISTOPHER A. Lewis

BY Mrs. Sylvia Hill



Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.

Mailed to Secured Party

PCS 0847

10/20

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Donna Jean Portch

Chesapeake Mobile Court #85
Ridge Road
Hanover, Maryland 21076

H.A. Co.

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1. This Financing Statement covers the following types (or items) of property (the collateral).

New 1987 Holly Park Homes, Inc., "Forest Park Custom" 60 X 14, White/Blue, Serial # 01-FPC-17530
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Donna Jean Portch
DONNA J. PORTCH

THE BANK OF BALTIMORE

BY *Mrs. Sylvia Hill*

RECORD FEE 11.00
POSTAGE .50
100670 CHM 801 714-68
MAR 9 87

Note: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and Chesapeake Mobile Homes of Laurel, Inc., which has been assigned to The Bank of Baltimore.



Mailed to Secured Party

PCS 0847

11-50

STATE OF MARYLAND

BOOK 509 PAGE 319

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~XXX~~ 248655
RECORDED IN LIBER 465 FOLIO 40 ON 8-17-83 (DATE)

1. DEBTOR

Name Chesapeake Energy Systems, Inc.
Address PO Box 1179: Glen Burnie, MD 21061

REGISTRATION FEE 10.00
NOTARIAL FEE .50
RECORDS CTFF 801 114056

2. SECURED PARTY

Name JI Case Credit Corporation or JI Case Co. as their interests
may appear
Address 290 Elwood Davis Rd. Liverpool, NY 13088

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

88 9 87

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.) Termination Anne Arun 6690</p>
<p style="text-align: right;">Mailed to Secured Party</p>	

10/50

Dated January 20, 1987

Arthur C. Wilfong Fin Mgr
(Signature of Secured Party)

JI Case Credit Corporation
Type or Print Above Name on Above Line

10 50



206189

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR MARSHNER, GENE F dba
Name F M Contractors
Address P.O. Box 342, Crownsville, MD 21032

RECORD FEE 12.00
SEARCH FEE .50
TOTAL FEE 12.50
MAY 9 8

2. SECURED PARTY
Name John Deere Co.
Address P. O. Box 65090
West Des Moines, IA 50205
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Used John Deere 850 Utility Diesel Tractor
S/N 018421
New John Deere No.8 Backhoe, 45" blade,
272 mower, 75 Front Loader



CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XXXX(Proceeds of collateral are also covered)

(Products of collateral are also covered)

F.M. Contractor
(Signature of Debtor)

Gene F. Marshner
(Signature of Debtor)

Gene F. Marshner
Type or Print Above Signature on Above Line

Ronald T Williams
(Signature of Secured Party)

RONALD T WILLIAMS, ADMINISTRATOR

Type or Print Above Signature on Above Line

Mailed to Secured Party

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO () YES () NAME OF RECORD OWNER

~~STATE OF MARYLAND~~
A. A. Co.

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements

1/30/86
Liber 494 Page 251 #260289

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Excavating, Inc.
1073 St. Stevens Church Road
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Credit Alliance Corporation
P. O. Box 1680
Glen Burnie, MD 21061

Name & address of Assignee

SEARCH FEE 10.00
POSTAGE .50
RECORD UNIT NO. 715-02
NOV 9 1987

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction. PARTIAL RELEASE OF THE FOLLOWING COLLATERAL ONLY: One Komatsu Model D155A-1 Crawler Tractor SN/25409 One Komatsu Model D85E Crawler Tractor SN/31450 Two Caterpillar Model 621 Motor Scrapers SN/45P803 & 45P1269 The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as described in original financing statement.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Credit Alliance Corporation

Signature of Secured Party if applicable (Date)

Mailed to Secured Party

BOOK 509 PAGE 322

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and Address(es): District Wholesale Merchansiding Inc 2605 Cabover Drive 4489639	2. Secured Party(ies) Name(s) and Address(es): Chase Commercial Corporation AT&T Unit 560 Sylvan Avenue Englewood Cliffs, NJ 07632	3. The Debtor is a transmitting utility. 4. For Filing Officer: Date, Time, No. Filing Office. RECORD FEE 12.00 POSTAGE 50 198643 DTTT R01 115:03 MAR 9 '87
--	--	--

5. This statement refers to original Financing Statement No. 252767 BK 475 Page 148 filed (date) 7-24-84 with Anne Arundel County

- A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)

AT&T Telephone Equipment

This statement is to be indexed in the Real Estate Records Section _____ Block _____ Lot _____

ATT/IS
123 Market Place 7th Flr
Baltimore, MD 21202

Chase Commercial Corporation

By _____
Signature(s) of Debtor(s) (only on amendment)

By Bowlin, Amy
(Signature(s) of Secured Party(ies))

(1) Filing Officer Copy — Numerical

5/82

STANDARD FORM - FORM UCC-3 - Approved by the Secretary of State of New York

1750

Mailed to Secured Party

STATE OF MARYLAND

BOOK 509 PAGE 323

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee:

Name Mark's Saddlery, Incorporated
Address 1325 Defense Hwy., Gambrills, MD 21054

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation
Address P.O. Box 157, Willow Grove, PA 19090

REGISTRATION FEE 13.00
STAMP .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

A computer system consisting of the components described on the Equipment Schedule attached to and made part of this form.

Name and address of Assignee
The Phila. National Bank
212 S. York Road
Hatboro, PA 19040

NOT SUBJECT TO RECORDATION TAX

SEP 9 1987

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Mark A. Reeves
Mark A. Reeves (Signature of Debtor)
Mark's Saddlery, Incorporated
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

11/90

J. A. Theobald
(Signature of Secured Party)
Century Equipment Leasing Corporation
Type or Print Above Signature on Above Line

Equipment Schedule

BOOK 509 PAGE 324

Lease Contract No. _____
Between Mark's Saddlery, Incorporated (Lessee) and
Century Equipment Leasing Corporation(Lessor)

<u>Quantity</u>	<u>Description</u>
1	Tandy 3000H1 Computer, wt 20MB Hard Card, MS-DOS, Delux Graphics Adaptor <i>HSW 009890 HD card @ 212452.</i>
1	CMI Monitor <i>SN/RS 106282</i>
1	Scripsit Software
1	DMP 430 Printer <i>SN/SK29633</i>
1	Cable
1	DAC-EASY Accounting Software

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 **EXHIBIT B** Identifying File No. 509 PAGE 325
Anne Andrew

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1177.15

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SCUDERI ALFRED C.
 Address 5123 CHALK PT RD. WEST RIVER MD 20778

2. SECURED PARTY

Name SMITH LAWRENCE A.
 Address 8900 ROBIN PL. LAUREL MD 20708

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) _____ Assignee(s) of Secured Party and Address(es)

MATCO TOOLS
 4403 ALLEN ROAD
 STOW, OHIO 44224

All tools, equipment and accessory items now owned by Debtor for use in Debtor's trade or business together with any and all similar tools, equipment and accessory items hereafter acquired.

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

OK
CLERK

Mailed to Secured Party

Alfred C. Scuderi
 (Signature of Debtor)

ALFRED C. SCUDERI
 Type or Print Above Name on Above Line

Alfred C. Scuderi
 (Signature of Debtor)

ALFRED C. SCUDERI
 Type or Print Above Signature on Above Line

Lawrence A. Smith
 (Signature of Secured Party)

LAWRENCE A. SMITH
 Type or Print Above Signature on Above Line

11 1050 50

STANDARD FORM—FORM UCC-1.
Approved by Division of Corporations and Commercial Code, Department of Business Regulation

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any): N/A

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	3. For Filing Officer (Date, Time, Number, and Filing Office)
HAJJAR, Faika 4502 Foxhall Crescent, N.W. Washington, D.C. 20008	PETRA BANK c/o PIBC, Authorized Representative Suite 201 1801 K Street, N.W. Washington, D.C. 20036	

4. This financing statement covers the following types (or items) of property:

All items of personal property listed on Exhibit A to a Credit and Security Agreement dated as of February 13, 1987 between Debtor and Secured Party; consisting of consumer goods, and all personal property now owned or hereafter acquired relating thereto, including without limitation related goods, accounts, contract rights, general intangibles, equipment, copyrights, and any proceeds thereon or income therefrom.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County, Md. - EXEMPT from recordation tax

FAIKA HAJJAR
By: Faika Hajjar
Signature(s) of Debtor(s)

PETRA BANK
By its Attorney-in-Fact
By: _____
Signature(s) of Secured Party(ies)

11/80

Mailed to Secured Party

STATE OF MARYLAND

BOOK 509 PAGE 327
200 175

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name POTOMAC AIRGAS, INC.
Address 5192 Raynor Road - Linthicum, MD 21090

11.00
.50

2. SECURED PARTY

Name CIRCLE BUSINESS CREDIT, INC. SS 2-16
Address 10585 N. Meridian St., #310
Indianapolis, IN 46290

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Ten (10) CSI Model PLC 180A Supertanks, Nitrogen Service, S/N's: E11F353, E11F342, E11F384, E11F399, E11F359, E11F356, E11F377, E11F378, E11F347, E11F365
One (1) Reconditioned Process Engineering Model 982 Storage Tank, S/N: P4249, 750 Gallon
Four (4) CSI Model PLC 180HP Supertanks, Nitrous Oxide

456634 6777 101 115-11



APR 9 87

CONDITIONAL SALES CONTRACT
Total Indebtedness: \$35,694.00

TAX EXEMPT FOR RECORDATION TAX

Filed With: Anne Arundel Office of the Circuit Court

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X J.E. Amato
(Signature of Debtor) J.E. Amato
POTOMAC AIRGAS, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mailed to Secured Party

Annette Schnegelberger
(Signature of Secured Party) Annette Schnegelberger
CIRCLE BUSINESS CREDIT, INC.
Type or Print Above Signature on Above Line

11 50

STATE OF MARYLAND

BOOK 509 PAGE 328
200476

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name POTOMAC AIRGAS, INC.

Address 5192 Raynor Road - Linthicum, MD 21090

2. SECURED PARTY

Name CIRCLE BUSINESS CREDIT, INC. *SS 2-16*

Address 10585 N. Meridian St., #310 - Indianapolis, IN 46290

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

COMPUTER EQUIPMENT - SEE ATTACHED SCHEDULE "A"

CONDITIONAL SALES CONTRACT
Total Indebtedness: \$127,656.00

TAX EXEMPT FOR RECORDATION TAX

RECORD FEE 11.10
POSTAGE .40
#5655 0777 NOV 11 11:11
9 87

Filed with Anne Arundel County Office of the Clerk of Circuit Court

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

J.E. Amato
(Signature of Debtor) J.E. AMATO

POTOMAC AIRGAS, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annette Schnegelberger
(Signature of Secured Party) Annette Schnegelberger

CIRCLE BUSINESS CREDIT, INC.
Type or Print Above Signature on Above Line

11-50

SUPPLEMENTAL SCHEDULE OF SECURITY

SCHEDULE A

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Security Agreement dated _____ executed by the undersigned.

LOCATION: 5192 Raynor Road - Linthicum, MD 21090

- Seven (7) Model 2191-1 Memorex Display, S/N's: 19447, 19523, 19480, 19620, 19583, 19527
- Three (3) Model 1181-PP I/O Marketing Display w/Printer Port, S/N's: TA22310, TA22337, TA22299
- Three (3) 4201 IBM ProPrinter w/Serial Interface, S/N's: 470058643, 470058642, 470058579
- One (1) Model B23 Type 5360 System-36 w/256K, 200MB Magazine, S/N: 1040317
- Two (2) Model 1007 Additional 512K Main Memory
- One (1) Model 4900 Work Station Expansion
- One (1) Model A10 Type 3196 Display Station, S/N: 88-C0721
- One (1) Model 004 Type 5225 Printer 560/420 LPM, S/N: 91-53721
- One (1) Model 2680 Cable Thru
- One (1) Model SS1 System-36 System Support Program
- One (1) Model RG1 RPG II Compiles
- One (1) Model UT1 Utilities DFU, SEU, SDA, SORT, WSU
- One (1) McCracken Welding Industry Software
- One (1) Model 4550 Type 5360 Eight Line Adapter
- One (1) Model 4552 Type 5360 EIA Autocall Adapter
- One (1) Model 4560 Type 6360 Processor Unit Expansion
- Two (2) Model 001 Type 5294 Remote CT 4 Work Stations
- Two (2) Model 3701 Type 5294 EI Interface

Including all attachments, additions, replacements and substitutions to or of said equipment and all future advances.

POTOMAC AIRGAS, INC.
(Debtor)

BY: *J. Anata*

TITLE: *President*

CIRCLE BUSINESS CREDIT, INC.
(Secured Party)

BY: *Annetta Schaefferberger*

TITLE: *Discount Coordinator*

This instrument prepared by Samuel J. Jeffries.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 509 PAGE 330
Identifying File No. 206177

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name POTOMAC AIRGAS, INC.
Address 5192 Raynor Road - Linthicum, MD 21090

2. SECURED PARTY

Name CIRCLE BUSINESS CREDIT, INC.
Address 10585 N. Meridian St., #310
Indianapolis, IN 46290

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

CYLINDERS - SEE ATTACHED SCHEDULE "A"

CONDITIONAL SALES CONTRACT
Total Indebtedness: \$30,307.80

TAX EXEMPT FOR RECORDATION TAX

Filed With: Anne Arundel Office of the Circuit Court

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J.E. Amato
Signature of Debtor) J.E. Amato

POTOMAC AIRGAS, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Annette Schnegelberger
(Signature of Secured Party) Annette Schnegelberger

CIRCLE BUSINESS CREDIT, INC.
Type or Print Above Signature on Above Line

11-80

SUPPLEMENTAL SCHEDULE OF SECURITY
SCHEDULE A

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Security Agreement dated _____ executed by the undersigned.

LOCATION: 2200 Jefferson Davis Hwy. - Alexandria, VA 22301

- (206) Sumitomo Model UB110 High Pressure Cylinders w/Inert Valve, S/N's: 03883 through 04088
- (370) Sumitomo Model UB110 High Pressure Cylinders w/O₂ Valve, S/N's: 04089 through 04458
- (500) Sumitomo Model UB25 High Pressure Cylinders, S/N's: 06340 through 06839
- (100) Sumitomo Model UB30 High Pressure Cylinders w/Inert Valve, S/N's: 06840 through 06939

POTOMAC AIRGAS, INC.
(Debtor)

X
BY: *J. E. Anzalone*

TITLE: *President*

CIRCLE BUSINESS CREDIT, INC.
(Secured Party)

BY: *Annette Schragelberger*

TITLE: *Discount Coordinator*

This instrument prepared by Samuel J. Jeffries.

Mailed to Secured Party

200173

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Estey Pool Supply, Inc.
8651 Belair Road
(Name)
Baltimore, Maryland 21236
(Address)
 * (local address)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn Mary Jane McDonough
(Name of Loan Officer)
40 West Chesapeake Avenue 2121
(Address)
Lafayette Bldg. - Suite 308, Towson, Md.

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise acquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any security agreement, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor _____

3 Products of the collateral are also specifically covered

4 Mr. Clerk Mail instrument to Secured Party named above or Assignee if any at the address stated

RECORD FEE 11.00
 POSTAGE .50
 RECORDED OCT 11 1987
 889 9 87

DEBTOR (OR ASSIGNOR)
Estey Pool Supply, Inc. (Seal)
Joseph H. Tabeling, President
(Signature)
(Print or Type Name)

DEBTOR (OR ASSIGNOR)
Estey Pool Supply, Inc. (Seal)
Shirley M. Tabeling, Secretary
(Signature)
(Print or Type Name)

* JUMPERS HOLE JUNCTION PASADENA, MD. 21122

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE RECORDATION FEE IN THE AMOUNT OF \$ 23.60 WAS PAID TO _____ COUNTY ON 2-18-87

Shirley M. Tabeling
 AUTHORIZED SIGNATURE

Mailed to Secured Party

BOOK 509 PAGE 333

266179

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)
LINBILD INCORPORATED AND
WIN '85 ASSOCIATES
550 Broad Street
Newark, New Jersey 07102

2 Secured Party(ies) and address(es)
MAURICE L. ROTHSCHILD
& CO.
c/o Polish & Douglas
415 Madison Avenue
New York, New York 10017

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 12.00
POSTAGE
MAY 17 1985
MAR 9 87

4 This financing statement covers the following types (or items) of property
All mens and boys clothing and furnishings inventory,
ladies accessories, belts, handbags and costume
jewelry, whether now owned or hereafter acquired and
all additions and accessions and the proceeds (includ-
ing insurance proceeds and tort claims) thereof,
including premises at 8091 Jumper Mall, Pasadena, MD
21122.

5. Assignee(s) of Secured Party and
Address(es)

No recordation tax required.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) Filed with:
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

LINBILD INCORPORATED AND
WIN '85 ASSOCIATES

MAURICE L. ROTHSCHILD & CO.

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 509 PAGE 334
Identifying File No. 207012

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Datapoint Corporation
Address 9725 Datapoint Drive, San Antonio, Texas 78284

2. SECURED PARTY

Name Government Systems Advisors, Inc.
Address 8260 Greensboro Drive, McLean, Virginia 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Attachment A annexed hereto and made a part hereof, together with all additions and accessions thereto, replacements thereof, and substitutions therefor.

Name and address of Assignee
Union Tidewater Financing Company, Inc
7 St. Paul Street
Baltimore, Maryland 21203

86-030GDP

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Melan Sabo
(Signature of Debtor)

DATAPOINT CORPORATION

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Diana Calcaquino
(Signature of Secured Party)

GOVERNMENT SYSTEMS ADVISORS, INC.

Type or Print Above Signature on Above Line

11 50

ATTACHMENT A

BOOK 509 PAGE 335

DEBTOR:

Datapoint Corporation
9725 Datapoint Drive
San Antonio, TX 78284

SECURED PARTY:

Government Systems Advisors, Inc.
8260 Greensboro Drive
McLean, VA 22102

<u>QTY</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>
1	99-4654-001 ARC Processor	270296
1	99-6020-006 ARC Processor	719749

and all right, title and interest of debtor now owned or hereafter acquired, in and to that certain Contract No. DAKF27-86-F-3393, dated 20 Dec 85 between Datapoint Corporation, as Contractor and the United States of America, providing for the installation and/or conversion from rental agreements and monthly lease payment for Datapoint equipment to be installed for the use of Fort George Meade such Contract assigned to Government Systems Advisors, Inc. by Assignment and Security Agreement dated 7 Jan 86 as the same may from time to time be supplemented, amended, waived or modified, including, without limitation, all rights to sums due and to become due, and other rights thereunder, all individual leasing records thereunder, and all amendments to the foregoing and all proceeds, including insurance proceeds of the foregoing.

EQUIPMENT LOCATION: U.S. Central Personnel Sec. Attn: PCCF-RM, Ft. Meade,
MD 20755-5250

(86-031GDP)

Mailed to Secured Party

ANNE ARUNDEL COUNTY, MARYLAND

BOOK 509 PAGE 338
288-139

FINANCING STATEMENT CHANGE

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. The name and address of the Debtor is:

Mailed to Secured Party

LIVINGWELL (SOUTH), INC.
1234 St. Andrews Road
Columbia, South Carolina 29210

2. The name and address of the Secured Party is:

FIRST CITY NATIONAL BANK OF HOUSTON,
as Agent for itself, Manufacturers National
Bank of Detroit and InterFirst Bank Fannin
1001 Main Street
Houston, Texas 77002

3. For Filing Officer: _____

4. This Statement refers to original Financing Statement No. 505-559,
Date Filed December 4, 1986.

5. The Financing Statement is amended as set forth below:

The name of the Secured Party is hereby amended as follows:

FIRST CITY NATIONAL BANK OF HOUSTON, as Agent for itself,
Manufacturers National Bank of Detroit, InterFirst Bank Fannin,
and Banque Paribas, Houston Agency

DEBTOR:

LIVINGWELL (SOUTH), INC.

By: Wayne La Chapelle
Wayne La Chapelle
Vice President & Treasurer

SECURED PARTY:

FIRST CITY NATIONAL BANK OF HOUSTON,
as Agent for itself, Manufacturers
National Bank of Detroit,
InterFirst Bank Fannin, and
Banque Paribas, Houston Agency

By: Len Norman
Name: Len Norman
Title: Vice President

10

BOOK 509 PAGE 337

200151

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)

CHARLES R. MORRIS
INA JANE MORRIS
8335 New Cut Road
Severn, Maryland 21144

2 Secured Party(ies) and address(es)

Tower Lane Associates
Limited Partnership
35 Tower Lane - P.O. Box 716
Avon, CT 06001
Attn: Samuel L. Molinari, Esq.

3 Maturity date (if any)

For Filing Officer (Date, Time, Number, and Filing Office)

RECORDED FEE 12.00
MAY 19 11 43 AM '87

4 This financing statement covers the following types (or items) of property

All of Debtor's right, title and interest as a limited partner in Tower Lane Associates Limited Partnership, a Connecticut Limited Partnership, including the right to receive distributions, proceeds and return of capital contributions.

5 Assignee(s) of Secured Party and Address(es)

The Banking Center
60 North Main Street
Waterbury, CT 06702

Attn: Commercial Loan Department

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Anne Arundel County

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

By: Charles R. Morris
Signature(s) of Debtor(s)

Title

Tower Lane Associates
Limited Partnership
By: Samuel L. Molinari
Signature(s) of Secured Party(ies)

Title

(1) Filing Office Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Mailed to Secured Party

BOOK 509 PAGE 338

206152

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)

GERALD J. NORDMAN
1084 Cayer Drive
Glen Burnie, Maryland 21061

2 Secured Party(ies) and address(es)

Tower Lane Associates
Limited Partnership
35 Tower Lane - P.O. Box 716
Avon, CT 06001
Attn: Samuel L. Molinari, Esq.

3 Maturity date (if any)

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
MAR 9 '87

4 This financing statement covers the following types (or items) of property

All of Debtor's right, title and interest as a limited partner in Tower Lane Associates Limited Partnership, a Connecticut Limited Partnership, including the right to receive distributions, proceeds and return of capital contributions.

5 Assignee(s) of Secured Party and Address(es)

The Banking Center
60 North Main Street
Waterbury, CT 06702

Attn: Commercial Loan
Department

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with

Anne Arundel County

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented.

By: *Gerald J. Nordman*

Signature(s) of Debtor(s)

Title

By: *Samuel L. Molinari*

Tower Lane Associates
Limited Partnership

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy- Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

AA Co.

BOOK 509 PAGE 339

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 394 Page No. 56 & 57
Identification No. 220875 Dated 1, November 1978

1. Debtor(s) Florida Marina & Boat Sales, Inc.
Name or Names—Print or Type
2904 Mountain Road, Pasadena, Md.
Address—Street No., City - County State Zip Code

2. Secured Party Maryland National Bank
Name or Names—Print or Type
225 N. Calvert Street, Baltimore, Md. 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION XX (Indicate whether amendment, termination, etc.)</p>

RETURN TO:
EQUITABLE BANK, N.A.
100 S. CHARLES STREET
BALTO., MD. 21201
ATTN: CONSUMER CREDIT
A.J. Shaughness - 060701

Mailed to Secured Party

Dated: 2/6/87
Maryland National Bank
Name of Secured Party
Signature of Secured Party
ANJANA SINGH, RETAIL FINANCE OFFICER
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

1050

AA County

BOOK 509 PAGE 340

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 291 Page No. 368
Identification No. 174190 Dated 2 May 1973

1. Debtor(s) Florida Boat Sales Corporation
Name or Names—Print or Type
2904 Mountain Road, Pasadena, Md. 21122
Address—Street No., City - County State Zip Code

2. Secured Party Maryland National Bank
Name or Names—Print or Type
225 N. Calvert Street, Baltimore, Md. 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

REGISTRATION FEE 10.00
DISTRICT COURT BALTO 713-46

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION XX (Indicate whether amendment, termination, etc.)</p>



RETURN TO:
EQUITABLE BANK, N.A.
100 S. CHARLES STREET
BALTO., MD. 21201
ATTN: CONSUMER CREDIT
A. J. Shaughness
060701

MAY 9 1973

Mailed to Secured Party

Dated: 2/6/87
Maryland National Bank
Name of Secured Party
Anjana Singh
Signature of Secured Party
ANJANA SINGH RETAIL FINANCE OFFICER
Type or Print (Include Title if Company)

105

Amc
Account
City

RBM

Rec'd 2/5

BOOK 509 PAGE 341

206183

STATE OF MARYLAND

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 11,705.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Margaretten and Company, Inc. - United Mortgagee
Address 770 Ritchie Highway, Suite 18, Severna Park, MD 21146

2. SECURED PARTY

Name Konica Business Machines, Inc., U.S.A.
Address 500 Day Hill Road, Windsor, CT. 06095

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Konica Copier Model 5003ZMR/LCT/20 Bin Sorter
5003 Serial Number 5019610124
LCT Serial Number 306564
20 Bin Serial Number 10390

RECORDATION FEE 11.00
FEB 17 11 51 AM '87

20

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

87-0074

Linda Jeffers
(Signature of Debtor)

LINDA JEFFERS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Terry Heidegel
(Signature of Secured Party)

Terry Heidegel
Type or Print Above Signature on Above Line

RECORDATION TAX HAS BEEN TO THE SEC. OF STATE 2/17/87

Mailed to Secured Party

City Anne Arundel

RBM

Rec'd 2/5

BOOK 509 PAGE 342

206181

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 27,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Margaretten and Company, Inc. - United Mortgagee
Address 770 Ritchie Highway, Suite 18, Severna Park, MD 21146

2. SECURED PARTY

Name Konica Business Machines, Inc., U.S.A.
Address 500 Day Hill Road, Windsor, CT. 06095

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One Konica Copier Model 700 MM Full System
700 MM Serial Number 7800000124

RECORDATION FEE 15.00
MAY 18 1987
AR 237

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

87-0073

Linda J. Jeffers
(Signature of Debtor)

LINDA J. JEFFERS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Terry Heideger
(Signature of Secured Party)

Terry Heideger
Type or Print Above Signature on Above Line

RECORDATION TAX HAS BEEN PAID TO THE STATE 2/17/87

Mailed to Secured Party

Anne Arundel County

BOOK 509 PAGE 343

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258502

RECORDED IN LIBER 489 FOLIO 569 ON 9-18-85 (DATE)

1. DEBTOR

Name Greene, Philip
Address 959 Morgan Drive, Arnold, MD 21012

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street, Wellesley Hills, MA 02181

Irving Trust Company, 13E, RCG 101 Barclay Street, NY, NY 10007
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: <u>Irving Trust Company</u> <u>13E, RCG, 101 Barclay Street, NY, NY 10007</u></p> <p>Collateral: <u>1984 Wellcraft 3400 Exp. Cruiser 33'7"</u> <u>Hull# WELM0021M841340</u> <u>together with all gear and equipment</u></p>	

Mailed to Secured Party

Dated _____

James F. Carriero
(Signature of Secured Party)

James F. Carriero, V.P.
Type or Print Above Name on Above Line
Key Financial Services Inc.

1080

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Jan. 21, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 12/19/86, Schedule # 01, dated 12/23/86 between Assignor as Lessor and LEASE ACCOUNT # 912168 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Jan. 21, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

1150

EQUIPMENT LIST

BOOK 509 PAGE 345

QUANTITY	#	DESCRIPTION
1 (one)	-	1022 Reception Desk
2 (two)	-	3003 Styling Units w/ soffits
2 (two)	-	3009 Styling Units
2 (two)	004701-1000	WS-4224 Haywath-Rush 42"X40" Worksurface Laminate profile - charcoal
3 (three)	"	WS-524 5'X24" worksurface laminate - smoke profile - charcoal
5 (five)	"	WS-424 4'X24" worksurface laminate - smoke profile - charcoal
1 (one)	"	WS-424 3'X24" worksurface laminate - smoke profile - charcoal
4 (four)	"	WS-630 6'X30" worksurface laminate - smoke profile - charcoal
2 (two)	"	WS-624 6'X24" worksurface laminate - smoke profile - charcoal
2 (two)	"	DWS-630 6'X30" worksurface laminate - smoke profile - charcoal
1 (one)	"	DWS-530 Convergent worksurface laminate - smoke profile - charcoal
1 (one)	"	WRCS-324 Corner worksurface laminate - smoke profile - charcoal
1 (one)	"	DWS-630 Convergent worksurface laminate - smoke profile - charcoal
2 (two)	"	CHS-5W Overhead storage laminate - mahogany
1 (one)	"	WSSP-3029 30"X29" WSSP Verdine laminate - smoke profile - charcoal
2 (two)	"	WSSP-2429 24"X29"
1 (one)	"	EFN-262 2'X62" panel F6Y,H8J
9 (nine)	"	EFN-362 3'X62" panel F6Y,H8J
2 (two)	"	EFN-462 4'X62" panel F6Y,H8J
2 (two)	"	EFN-562 5'X62" panel F6Y,H8J
7 (seven)	"	WMK-62 Wall mount kit H8J
20 (twenty)	"	WT-60 Wall plaque H8J
2 (two)	"	EFN-462 4'X62" panel F7M,H8J
7 (seven)	"	EFN-362 3'X62" panel F7M,H8J
2 (two)	"	FPFC-62 Finish post-corner F6Y,H8J
2 (two)	"	EFN-380 3'X80" panel F7M,H8J
1 (one)	"	EFN-480 4'X80" panel F6Y,H8J
1 (one)	"	WMK-80 Wall mount kit H8J
1 (one)	"	EFN-4262 42"X62" panel F6Y,H8J
1 (one)	"	EFN-3062 30"X62" panel F6Y,H8J
3 (three)	"	WS-530 5'X30" worksurface laminate - smoke profile - charcoal
1 (one)	"	EFN-3062 30"X62" panel F7M,H8J
1 (one)	"	WS-3024 worksurface 30"X24" laminate - smoke profile - charcoal

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank J. Sarro III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOC.

BY:

TITLE: William J. Ottey, Exec. V.P.

BOOK 509 FILE 346

QUANTITY	#	DESCRIPTION
1 (one)	"	LFBV-4 4' Vedine lateral file profile - charcoal
2 (two)	"	4' task light profile - charcoal
3 (three)	"	TB-416 tackboard F6X
1 (one)	"	FDRF-3 Fabric flipper door F7M,H8J profile - charcoal
1 (one)	"	FDFR-4 Fabric flipper door F7M,H8J profile - charcoal
5 (five)	"	3 foot shelf profile - charcoal
1 (one)	"	LFBF-4 Fabric lateral file F7M,H8J profile - charcoal
1 (one)	"	TL-3 3 foot task light profile - charcoal
4 (four)	"	3 foot tack board F6Y
2 (two)	"	WS-524W 5'X24" worksurface profile - mahogany
2 (two)	"	TB-516 5' tack board F6Y
1 (one)	"	CGN-80 curved 80" glazed panel profile - charcoal
1 (one)	"	DS-24 pedestal drawer 6/12 profile - mahogany
2 (two)	"	SR-4 4 foot shelf profile - charcoal color - charcoal
2 (two)	"	FDRV-4 4' Vedine Door color - charcoal
12 (twelve)	"	MDSL-6 6" locking door profile - charcoal
12 (twelve)	"	NGSN-12 12" non-locking door profile - charcoal

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE: Frank J. Sarro III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOC.

BY:

TITLE: William J. Ottey, Exec. V.P.

Mailed to Secured Party

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 7,474.70. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) _____ Address(es) _____
 E.J.D. Management, Inc. P.O. Box 611
 Severna Park, MD 21146

6. Secured Party _____ Address _____
 Maryland National Bank P.O. Box 535 MS 011503
 Attention: Documentation Follow Up Baltimore, MD 21203
 (Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

E.J.D. Management, Inc.
 _____ (Seal)
 Edward J. Dyas, Jr., Resident
 _____ (Seal)
 Edward J. Dyas, Jr.
 _____ (Seal)

Secured Party
 Maryland National Bank
 _____ (Seal)
 Nancy A. Richter
 Vice President

 Type name and title

Handwritten notes: 52.50 .50

SCHEDULE A

This Schedule A is attached to and made part of a Financing
Statement/Security Agreement
E.J.D. Management, Inc.

<u>Quantity</u>	<u>Stock Number</u>	<u>Description</u>
1	CPAQ-B765U	Video Display Board F/DSKPRP 286, 386
1	CPAQ-E625D	Mon., Amber Desk Pro 720HX3 Serial No. 4650AJ5B0028
1	CPAQ-K6566	MS DOS VER. 3.1 each
1	CPAQ-A792D	DskPro 386 Mod 70, 1MB, 1.2MB DD 70MB HD Serial No. 4650AJ5B0285
1	EPSN-E909D	LQ-100 180/60CPS 136CL P Serial No. 102508002
1	CABL-R0002	STD Length Parallel Cable
1	PAPR-9X11P	Paper, 20#, Perfedge
1	MAXL-L0228	DS Hi Density/IBM at CB
1	EPSN-1201X	Tractor Feed F/LQ 1000
1		Surge Protector Line Filter

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

206187

FINANCING STATEMENT

DATE: February 19, 1987

(x) Not Subject to Recordation Tax
() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(S): Ralph H. Tayman

ADDRESS: 1051 Old Turkey Point Rd.
Edgewater, Maryland 21037

BP FEE 11.00
CITY 109.29
FEB 20 87

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

- Video Equipment
- Sony Mode VO 6800 serial # 16653
- Panasonic AG 6300 serial # 161A00404

Mailed to Secured Party

DEBTOR(S):
Ralph H. Tayman
Ralph H. Tayman

SECURED PARTY:
ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: Ann Mumma
(Authorized Signature)
Ann Mumma
Assistant Vice President/Parole Center
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11



FORM FEE 13.00

STAGE .50

1987-07-31 109126

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records, A.A. County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

88 10 87

5. Debtor(s) Name(s) Address(es)
 Florida Marina & Boat Sales, Inc. 2904 Mountain Road
 T/A: Boatland and/or Florida Boatland Pasadena, Maryland 21122

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661
 Attention: Thomas D. O'Brien
(Type name & title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtor: Florida Marina & Boat Sales, Inc.

By: Robin L. Lancaster (Seal) _____ (Seal)
 Robin L. Lancaster _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1350

SCHEDULE A

BOOK 509 PAGE 351

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
SUNBIRD	198	SB2CC557A787
SUNBIRD	198	SB2CC561B787
SUNBIRD	216	SB216088B787
SUNBIRD	208	SB208199B787
SUNBIRD	208	SB208181M687

Mailed to Secured Party

BOOK 509 PAGE 352
MARYLAND FINANCING STATEMENT

206 100

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed
has been paid (strike inapplicable phrase).

For Filing Officer

File No. _____
Record Reference _____
Date & Hour of Filing _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1 DEBTOR EUGENE PASSERO d/b/a ATLAS DISPOSAL SERVICE
(Name or Names)
5080 SANDS ROD LINTHICUM, MARYLAND 20711
(Address)

DEBTOR _____
(Name or Names)

(Address)

2 SECURED PARTY: UNION TRUST COMPANY OF MARYLAND
(Name or Names)
P. O. BOX 22497 BALTIMORE, MARYLAND 21203
(Address)

3 ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

4 This Financing Statement covers the following types (or items) of property
One (1) 1987 Mack Model DM 686S Truck Chassis, s/n 2M2B16C4HC013837 with one (1)
CDE Model 60-24T Roll-off Hoist, s/n CDE1428-60-24T

RECORDED FEE 12.00
POSTAGE .50
RECORDED FEE 101 107129
MAR 10 1987

TB

5 The above described goods are affixed to, or are to be affixed to the following described real estate:

Mailed to Secured Party

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
EUGENE PASSERO d/b/a ATLAS DISPOSAL SERVICE
By: Eugene Passero Owner
(Type or print name of person signing)

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND
By: Endreuk L. Williams
(Type or print name of person signing)

By: _____
(Type or print name of person signing)

Return To: UNION TRUST COMPANY OF MARYLAND
P. O. BOX 22497
BALTIMORE, MARYLAND 21203

1250

FINANCING STATEMENT

RECORD FEE 15.00
STATE 1.00
MAY 17 1984
10 10 87
TB

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. A.A. County
- 3. Not subject to Recordation Tax.

4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address
 PROVIDENT BANK OF MARYLAND P.O. Box 1661
 Attention: Thomas D. O'Brien Baltimore, MD 21203 1661

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors Jenkins Marine Motor Sales, Inc. (Seal)
 By: James H. Curran (Seal)
 _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the office and at the address set forth in paragraph 6 above.

1350

BOOK 509 PAGE 354

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>	
Arrow Glass	Coho	GSY00172L687	\$3649.50
Arrow Glass	Coho	GSY00175L687	\$3649.50

Mailed to Secured Party

11-50

BOOK 509 FILE 355

MARYLAND FINANCING STATEMENT

200101

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE John J. Swift, Physical Therapist
(Name or Names)
1720 Grain Highway, Suite 202, Glen Burnie, Maryland 21051
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Superior Service Corporation
(Name or Names)
2001 E. Joppa Road, Baltimore, Maryland 21224
(Address)

4. This financing Statement covers the following types (or items) of property:

- One - Sharp, Model SF 7100 Copier
- One - Hydra Fitness, Total Power, Iso-Kinetic Exercizer w/Ankle Weights & Mobile Storage Cart

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
John J. Swift, Physical Therapist
By: [Signature] Owner
John J. Swift (Title)
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: [Signature] Mgr.
Brian G. Connelly (Title)
(Type or print name of person signing)

Return to:
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Mailed to Secured Party ↑

11/50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 2-1-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 2-1-87, Schedule # N/A dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB 3046 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 2-2-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarto, III
(Signature of Debtor)

Frank J. Sarto, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1/5/87

1242
BB/DAY/HAIR

EQUIPMENT LIST

QUANTITY

DESCRIPTION

4	Kaemark #2090 Styling chairs-color-blush
3	Kaemark #2096 dryer chairs-cut for H.C. dryers-color-blush & Almond
3	Helene Curtis cool temp dryers clear hoods
2	Belvedere shampoo bowls-3800-622-403-color
2	Shampoo bulkheads color-Almond
2	Pibbs shampoo chairs #978-color-blush
2	5ft. chrome rack with 5 shelves
2	Custom made styling stations-color-almond

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

Frank J. Sandoz
Ex VP

IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATION

BY:

TITLE:

Arthur J. Glatty
VP

Mailed to Secured Party

BOOK 509 PAGE 358

206193

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Xerox Corporation Xerox Square Rochester, NY 14644	2. Secured Party(ies) and address(es) Phoenix Leasing Incorporated Post Office Box 2008 San Rafael, CA 94912-2008	For Filing Officer (Date, Time, Number, and Filing Office) RECORDED 11-30 FILED 11-30 MAR 10 11:12 AM '87 TB
--	--	---

4. This financing statement covers the following types (or items) of property:
 The Xerox Corporation duplicating equipment listed by serial number on Schedule A, attached hereto, and all replacements and substitutions thereof and all leases and rental agreements now in existence or hereafter created covering or concerning said equipment, including, without limitation, all rights of the Debtor to receive rental payments and other moneys due and to become due under or pursuant to said leases or rental agreements, and all proceeds of any and all of the foregoing #066 TEN-NINETIES, WORTH OF EACH UNIT \$54,765.00

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
 SEND UCC TO: MCCORD COMPANY, 1915 1ST STREET, SACRAMENTO, CA 95814
 Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with: ANNE ARUNDEL COUNTY, MARYLAND

XEROX CORPORATION
 By: RJ Carter
 Signature(s) of Debtor(s)

PHOENIX LEASING INCORPORATED
 By: Michael McGrath
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL

STANDARD FORM - FORM UCC-1

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): EDWARD ARTHUR JEWELERS, INC.
7900 Governor Ritchie Hwy.
Marley Station Mall
Glen Burnie, Maryland 21061

2. Secured Party(ies) Name(s) and Address(es): SHOPPERS CHARGE ACCOUNTS
574 SUMMIT AVENUE
JERSEY CITY, NEW JERSEY 07306

3. The Debtor is a transmitting utility.

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:
All retail charge account(s) charge sale(s), instruments, chattel paper, contract rights, accounts, accounts receivable, retail credit agreements, accounts and customer accounts presently existing or hereafter created and all documents of any kind and nature evidencing any of the aforesaid presently existing or hereafter created. This filing shall also be deemed to include all future advances.
Proceeds "NOT SUBJECT TO RECORDATION TAX".

6. Assignee(s) of Secured Party and Address(es)

7. The described goods are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is in.
*(Describe Real Estate Below)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records. This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box):
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction.
 when the collateral was brought into the state, or when the debtor's location was changed to this state

By Camilla C. Linsky, Sec. Signature(s) of Debtor(s)
By Bernard Eichenbaum, Secy Signature(s) of Secured Party(ies)

EDWARD ARTHUR JEWELERS, INC. SHOPPERS CHARGE ACCOUNTS

(1) Filing Officer Copy-Numerical
STANDARD FORM - FORM UCC - 1 - Approved by Secretary of State of New York
(5/82)

Mailed to Secured Party

FINANCING STATEMENT-UCC-1

Ford Motor Credit Company 

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and Address(es) MAXWELL COVINGTON JR 3171 DAVIDSONVILLE RD DAVIDSONVILLE, MD 21035	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO P.O. BOX 637 MECHANICSVILLE, VA 23111	3. Maturity Date (if any): For Filing Officer (Date, Time, Number and Filing Office) AUG 15 1977 10:10 AM 10810 BT
--	---	---

4. This financing statement covers the following types (or items) of collateral:
 NT 355 GRIND-MIXER SER # 733668

Check if covered: Proceeds of Collateral Products of Collateral covered

Number of additional sheets presented: _____

Filed with: _____

This instrument prepared by: _____

By: Maxwell H. Covington Jr (Debtor) FORD MOTOR CREDIT (Secured Party)

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

FMCC JUL 70 7098

Previous editions may be used.

FILING OFFICER COPY - ALPHABETICAL

Mailed to Secured Party

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County Clerk of the Court
- 3. Not subject to Recordation Tax
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 Zuchelli, Hunter & Assoc.
 160 South St.
 Annapolis, MD 21401

6. Secured Party: Maryland National Bank Address Department Church Circle
 Attention T. Cole Post Office Box 987, Mailstop 500501
 Baltimore, Maryland 21203

(Mr. Clerk Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor Zuchelli, Hunter & Associates

Secured Party Maryland National Bank

By: Donald R. Zuchelli (Seal)
 Type name and title, if any
Donald R. Zuchelli, Pres.

By: V. Toni Cole (Seal)

By: _____ (Seal)
 Type name and title, if any

V. Toni Cole, Retail Bank Rep.
 Type name and title

BOOK 509 PAGE 363

THIS SCHEDULE A IS ATTACHED TO AND MADE A PART OF
A SECURITY AGREEMENT DATED March 6, 1987 BETWEEN
MARYLAND NATIONAL BANK AND Zuchelli Hunter & Associates.

- 1) 1 Compaq 386 - 40MB #4644AJ2B0890
- 2) 1 Math Co-Processor
- 3) 1 Compaq EGA Monitor #6483161MP539
- 4) 1 Compaq EGA Board
- 5) 1 Huston Instruments Plotter #156200-10071
- 6) 1 QIC Interface
- 7) 1 DP5A-3648L GTCO Tablet with 16 button cursor,
Power supply, RS232 Cable & Manual

Zuchelli, Hunter & Associates

X *Donald R. Zuchelli*
Donald R. Zuchelli, Pres.

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 10,000

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Gregory T. Wheat

1080 Mt. Airy Rd.
Davidsonville, MD 21035

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such equipment.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 11.00
RECORD TAX 70.00
POSTAGE 50
#21119 0055 002 715:26
MAR 10 87

Debtor (or Assignor)

Gregory T. Wheat
Gregory T. Wheat

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

1100
2000
50

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 30,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Annapolis Micro Systems, Inc.

612 Third St., Suite 301
Annapolis, MD 21403

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

ALL EQUIPMENT, ACCOUNTS RECEIVABLE, FIXTURES & LEASEHOLD IMPROVEMENTS NOW OWNED OR HEREAFTER ACQUIRED AND ALL PROCEEDS OF SUCH EQUIPMENT, ACCOUNTS RECEIVABLE, FIXTURES & LEASEHOLD IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO 1 TELESIS SYSTEM COMPUTER AIDED PRINTED CIRCUIT BOARD DESIGN SYSTEM SERIAL # 1376 AS PREVIOUSLY RECORDED AND PLEDGED.

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 11.00
 RECORD TAX 210.00
 POSTAGE .50
 421120 1055 802 115426
 MAR 10 87

- 3. Proceeds } of the collateral are also specifically covered.
- Products }

TB

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

ANNAPOLIS MICRO SYSTEMS, INC.

FARMERS NATIONAL BANK OF MARYLAND

BY: *James S. Goldsby as President*

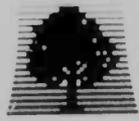
BY: *Louann D. Cohen*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

11.00
210.00
JD

Mailed to Secured Party



MARYLAND NATIONAL BANK
We want you to grow.™

206 133

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 Berman Yacht Sales, Inc. 7700 Water Oak Point Road
 Pasadena, Maryland 21122

6. Secured Party _____ Address _____
 Maryland National Bank 225 N. Calvert Street
 Attention: Anjana Singh Baltimore, Maryland, 21202
 Mailstop 010620

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Berman Yacht Sales, Inc.
 _____ (Seal)
 Michael A. Berman, President

Secured Party
 Maryland National Bank
 _____ (Seal)

 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Anjana Singh, Officer
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.
 207-95 REV 7/83

1190

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 45,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$315.00.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stursa, Marvin J.

Address 21 Boone Trail Severna Park, MD 21146

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECEIVED
STATE TAX
MAR 12 1987
17:00
15:00
14:00
13:00
12:00
11:00
10:00
9:00
8:00
7:00
6:00
5:00
4:00
3:00
2:00
1:00
12:00



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Marvin J. Stursa

Marvin J. Stursa
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

Larry F Kimmel
(Signature of Secured Party)

Larry F Kimmel Asst. V.P.

Type or Print Above Signature on Above Line

175
315.00
50

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 17th day of February, 1987 by and between

**Murvin J. Stursa, having his principal place of business at
21 Dume Trail Geneva Park, MD 21144**Mortgagor and **Credit Alliance Corporation**

"Mortgagee"

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes, receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes, receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property") to have and to hold the same unto Mortgagee forever; PROVIDED however that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the surplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall inure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall inure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective. However, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Marvin J. Stursa

Mortgagor

(Seal)

Secretary

By

(Title)

STATE OF
COUNTY OF

SS

Marvin J. Stursa

being duly sworn, deposes and says

- 1. He is the **Owner** of (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____

day of _____, 19____

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____, SS

I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual) and known as and to be member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced end delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Partnership) and to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notary Seal)

NOTARY PUBLIC

SCHEDULE "A"

BOOK 509 PAGE 370

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated February 17, 19 87 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	IBM PC Computer System with 2IBMPCXT2 Drive W/640KB I/O Board Par. ports Color Monitors, 2 Color Displays, 2 Color adapters, 1 Proprinter XL, 1 Printer Cable, 2 Display Stations, 2 Printers 200CPS, System Support, all accessories and attachments The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.	36	

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Marvin J. Stursa

By: *[Signature]*

Mailed to Secured Party

BOOK 509 PAGE 371

206530

1. State Billing Account #	No. of additional sheets	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) (Last Name First) and address(es) FEDERAL LANDSCAPE CORP TAX ANNAPOLIS, MD 21401 20 HUDSON ST ANNAPOLIS, MD 21401		3. Secured Party(ies) and address(es) POLYNESIAN, INC. 905 BROOKS AVENUE HOLLAND, MICHIGAN 49423		Do Not Use This Box RECORD FEE 14.00 POSTAGE .30 TOTAL FEE \$14.30 MAR 10 87 CR CLERK
4. Name and address(es) of assignee(s) (if any)		CHECK <input checked="" type="checkbox"/> if applicable 5. <input type="checkbox"/> Proceeds of collateral are also covered 6. <input type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction.		

7. This financing statement covers the following types (or items) of property:

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds.

~~FEDERAL LANDSCAPE CORP TAX~~

ANNAPOLIS POLYMER CENTER

POLYNESIAN, INC.

[Signature]
Signature(s) of Debtor(s)

by *[Signature]*
(Signature of Secured Party or Assignee of Record)

REGISTER OF DEEDS COPY

Mailed to Secured Party

BOOK 509 PAGE 372

200501

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)
BEAZLEY WELDING
1912 FAIRFAX RD
ANNAPOLIS MD 21401
301 263-5668

2. Secured Party(ies) and address(es)
POTOMAC AIRGAS
5792 BAYVIEW RD
LUTHICUM MD 21090

For Filing Officer (Date, Time, Number, and Filing Office)

FILED
11:00
AUG 10 2005
CLERK

4. This financing statement covers the following types (or items) of property:

1- 6890-TITAN 8 WELDER
& 8610511702

5. Assignee(s) of Secured Party and Address(es)

WORLDWIDE LEASING
COMPANY
600 West Main Street
Troy, Ohio 45373

Not subject to recordation tax-conditional sales contract

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered; Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of Circuit Courts - Anne Arundel County

Beazley Welding

Potomac Airgas

By: *[Signature]*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

(Lessee)

Name Accutech Company, Inc.

Address Patapsco Center II, 809-0 Barkwood Court, Linthicum Heights, MD. 21090

2. SECURED PARTY

Name Phillips Financial Services (Lessor)

Address 114 Forbes Street, Annapolis, MD. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto

This financial statement is intended to give notice of a lease between lessee and lessor.

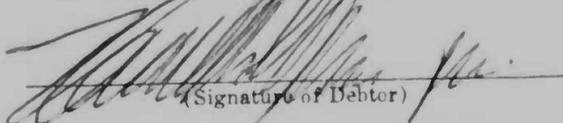
CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

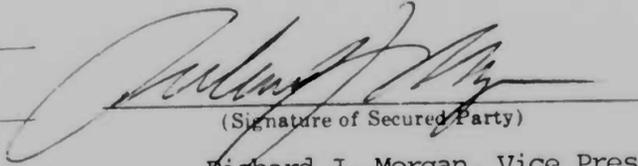
This filing does not create a security interest. Not subject to recordation tax. Will purchase at end of term.


(Signature of Debtor)

Kenneth Lewis, Sr., Treasurer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

Richard J. Morgan, Vice President

Type or Print Above Signature on Above Line

EXHIBIT "A"

1. Cincinnati #2 Centerless Grinder
Serial No. 2M2H1R-178
including tooling and attachments
2. Chevalier Surface Grinder
Serial No. 02C-4895
including tooling and attachments
3. Mori Seiki SLI CNC Lathe
Serial No. 385
including tooling and attachments
4. Mori Seiki SLI CNC Lathe
Serial No. 572
including tooling and attachments
5. Bridgeport Series I 2 J 48"
Milling Machine with tooling and
attachments
Serial No. BR247258
6. Nardini MS1140E Engine Lathe 230v
Serial No. BlHESMS537
including tooling and attachments



Mailed to Secured Party

BOOK 509 PAGE 375

200513

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

Apparel Affiliates, Inc.
Annapolis Mall
Annapolis, MD

2 Secured Party(ies) and address(es)

Meridian Bank, as agent for itself
and First Valley Bank
35 North Sixth Street
P.O. Box 1102
Reading, PA 19603

For Filing Officer (Date, Time, Number, and Filing Office)

11:00
APR 15 2005
CLERK OF THE CIRCUIT COURT

4 This financing statement covers the following types (or items) of property: Debtor hereby grants to secured party a lien on and security interest in and to all existing and future accounts, chattel paper, contracts, documents, ~~machinery~~ ~~and equipment~~, fixtures, general intangibles, instruments and the cash and non-cash proceeds (including insurance proceeds and proceeds of proceeds) of all of the foregoing.

5 Assignee(s) of Secured Party and Address(es)



NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

~~XXXXXX~~ Clerk of the Circuit Court

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

APPAREL AFFILIATES, INC.

Len McGeoch

MERIDIAN BANK, as agent for itself and
FIRST VALLEY BANK

Lawrence T. Johnson

By

Len McGeoch

Signature(s) of Debtor(s)

Chairman
and CEO
Title

By

Signature(s) of Secured Party(ies)

Vice President
Title

(1) Filing Officer Copy-Alphabet

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Mailed to Secured Party

200504

BOOK 509 PAGE 376

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code

1. Debtor(s) Name and Mailing Address Roger R. Amorin 7708 Princess Place Pasadena, MD 21122	2. Secured Party(ies) Name and Address United Bank of CS, NA P.O. Box 400 Colorado Springs, CO 80901	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 1.50 11/17/97
4. This Financing Statement covers the following types (or items) of property (WARNING: If collateral is crops, fixtures, timber, or minerals or other substances to be extracted or accounts resulting from the sale thereof, read instructions above.) Wurlitzer Studio Piano & Bench Model #2960, Serial Number 1741581		5. Name and address of Assignee of Secured Party.

- Check only if applicable
- This Statement is to be filed for record in the real estate records
 - Products of collateral are also covered

6. This statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral. (Please check appropriate box)

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of the debtor

7. Check only if applicable: The Debtor is a transmitting utility

United Bank of Colorado Springs, NA
 Mark Riddle, Loan Officer

Use whichever signature line is applicable

Signature(s) of Debtor(s)
 Form approved by the Secretary of State and the County Clerks and Recorders Association

Signature(s) of Secured Party(ies)
 (1) Filing Officer Copy - 50

FORM 1 - UNIFORM COMMERCIAL CODE
 Western Financial Suppliers Form #6-1002

Mailed to Secured Party

BOOK 509 PAGE 377

200573

This **FINANCING STATEMENT** is filed by a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Apparel Affiliates, Inc. 7700 Ritchie NY Glen Burnie, MD	2 Secured Party(ies) and address(es) Meridian Bank, as agent for itself and First Valley Bank 35 North Sixth Street P.O. Box 1102 Reading, PA 19603	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 1.00 COUNTY LIT. FEE 15.00 MAR 19 07
4 This financing statement covers the following types (or items) of property: Debtor hereby grants to secured party a lien on and security interest in and to all existing and future accounts, chattel paper, contracts, documents, machinery and equipment fixtures, general intangibles, instruments and the cash and non-cash proceeds (including insurance proceeds and proceeds of proceeds) of all of the foregoing.		5 Assignee(s) of Secured Party and Address(es) 

NOT SUBJECT TO RECORDATION TAX

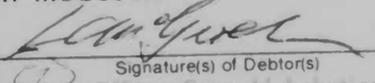
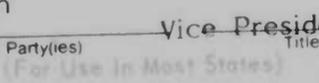
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with Clerk of the Circuit Court
~~XXXXXX~~

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

APPAREL AFFILIATES, INC. Len McGeoch	MERIDIAN BANK, as agent for itself and FIRST VALLEY BANK	Lawrence T. Johnson
By:  Signature(s) of Debtor(s)	Chairman and CEO Title	By:  Signature(s) of Secured Party(ies) Vice President Title (For Use in Most States)

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 5,000.00
- To Be Recorded in Land Records (For Fixtures Only).

NAME	ADDRESS		
1. Debtors(s) (or assignor(s))	No.	Street	City State
Nicholas E. Gall	332	Gatewater Court	Glen Burnie MD. 21061
Marilyn J. Gall			

2. Secured Party (or assignee)
 SOVRAN BANK / MARYLAND 12125 Viers Mill Rd., Silver Spring, Md. 20906

3. This Financing Statement covers the following types (or items) of property:
 1986 Kubota Tractor Model #L2850 Serial #51891

RECORD FEE 12.00
 RECORD TAX 25.00
 FILING FEE 2.00



636246 0711 001 117455

MR 10 87

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK / MARYLAND By: <u>[Signature]</u> Type Name <u>D. Gregory Cole</u> Title <u>Assistant Vice President</u>	Debtor(s) or Assignor(s) <u>[Signature]</u> <u>Marilyn J. Gall</u> <u>Nicholas E. Gall</u> <u>Marilyn J. Gall</u> Type or Print Name and Title of Each Signature
---	---

2-35-80

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies) Name(s) and Address(es)

4. For Filing Officer: Date, Time, No. Filing Office

Shoreland Distributors, Inc.
Route 256
Deale, Maryland 20751

Barclays Bank of New York, N.A.
100 Community Drive
Great Neck, New York 11021

MAR 26 1987



5. This Financing Statement covers the following types (or items) of property:
All accounts receivable, whether now owned or hereafter acquired or created in connection with debtor's business, all inventory, whether now owned or hereafter acquired and wherever located, including but not limited to any trailers listed on Schedule A attached, all substitutions, replacements and additions thereto, all component parts replacement parts thereof and all cash proceeds.

6. Assignee(s) of Secured Party and Address(es)

MAR 26 87

Products of the Collateral are also covered.

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like.
(including oil and gas) is on.
*(Describe Real Estate Below)

8. Describe Real Estate Here:

This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

Shoreland Distributors, Inc.

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

Shoreland Distributors, Inc.

Barclays Bank of New York, N.A.

By [Signature]
Signature(s) of Debtor(s)
William M. Kennitzer, President

By [Signature]
Signature(s) of Secured Party(ies)

SCHEDULE "A"

COMPLETE TRAILER INVENTORY

BOOK 509 PAGE 380

<u>Model #</u>	<u>Quantity</u>
TE14-6G	26
TE16-12G	21
T12-3G	2
T14-5G	3
T14-8G	14
T15-9G	4
T16-9G	3
T16-12G	26
T17-12G	2
TS17-17G	34
TS18-20G	20
TS19-25G	27
V16-12G	2
V17-20G	4
V18-20G	1
V19-24G	2
V20-28G	1
V22-40TG	2
RD16-12G	3
ER16-12G	10
RD16-16G	7
RDW16-16G	19
RD17-20G	4
RD18-21G	31
RD19-25G	11
RD20-27G	4
RD21-36G	7
RD22-46TG	6
RD21-32TG	3
RD25-54 THSG	2
RD27-76 THDG	3
MGW850	2
MGW12	2
VT9	3
VT12	3

Mailed to Secured Party

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel Clerk of the Court
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 Drs. Herzinger & Biles PA 706 Giddings Ave. Suite 1 A
 Annapolis, MD 21401

6. Secured Party: Maryland National Bank Address: Department Church Circle
 Attention: Toni Cole Post Office Box 987, Mailstop 500-501
 Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Dr Raymond G. Herzinger
 By: Dr Raymond G. Herzinger (Seal)
 Type name and title, if any

Secured Party: Maryland National Bank
 By: Valarie T. Cole (Seal)
 Retail Bank Rep
 Type name and title: VALARIE T. COLE

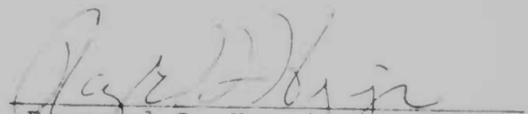
11/50



BOOK 509 PAGE 382

THIS SCHEDULE A IS ATTACHED TO AND MADE A PART OF
A SECURITY AGREEMENT DATED February 12, 1987 BETWEEN
MARYLAND NATIONAL BANK AND Drs. Herzinger & Piles, PA.

- 1 6001 PROFILE 6 SYSTEM/SINGLE GAS (10152)
- 2 6010 FLOWMETRY OPTION (10714 & 10716)
- 1 2001 PROFILE 2 SYSTEM/WATER (10313)


Raymond G. Herzinger

Mailed to Secured Party

BOOK 509 PAGE 383

2005-3

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es) WILLIAM T CAILLOUETTE 1713 SWINBURNE AVENUE CROFTON, MD 21114	2. Secured Party(ies) and address(es) THE RIGGS NATL BK OF WASH DC 1120 VERMONT AV NW WASHINGTON DC 20005	3. For Filing Officer (Date, Time, Number, and Filing Office) SEARCH FEE 11.00 FILING FEE .50 TOTAL CITY NO 115147 MAR 10 87 5. Assignee(s) of Secured Party and Address(es) 
4. This financing statement covers the following types (or items) of property: BOAT 1985 CHRIS CRAFT 39' STINGER S/N CCTAL117H485 MOTOR 1985 MERCURISERS 400 HP S/N 6844343 TRAILER 19 S/N MOTOR #2 1985 MERCURISER 400 HP S/N 6844348		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Filed with

William T. Caillouette
WILLIAM T CAILLOUETTE

By _____ Signature(s) of Debtor(s)

By *[Signature]* Signature(s) of Secured Party(ies)

(1) Filing Office Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

AMT OF LOAN
\$1000.00

FINANCING STATEMENT

BOOK 509 PAGE 384

SUBJECT TO
RECORDATION TAX

206510

1. Name of Debtor: Brian L. Greenwood
Address: 3609 Saltwood Glen
Pasadena, Maryland 21122

STAMPED FEE 12.00
RECORDATION TAX 10.00
TOTAL 22.00
206510

2. Name of Secured Party: Equitable Bank, National Association
Address: 100 South Charles Street
Baltimore, Maryland 21201
Attn: William McIntyre

3. This Financing Statements covers the following types (or items) of property:

(a) All of the Debtor's right, title and interest in and to Class "A" Certificate of Membership No. 266 in Constellation Place Corporation, together with all general intangibles now or hereafter arising out of, or in connection with, such Certificate of Membership and all cash and non-cash proceeds thereof.



(b) All of the Debtor's right, title and interest in and to that personally known and designated as Boat Slip No. 3144 on D Dock, lying and situate on the 2500-2600 blocks of Boston Street, Baltimore City, Maryland, together with the exclusive right of use of such by the Debtor for the docking and mooring of a boat, and together with all general intangibles now or hereafter arising out of, or in connection with, such Boat Slip and all cash and non-cash proceeds thereof.

(c) The interest of the Debtor in any and all judgements, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any and all insurance policies covering the aforementioned Boat Slip, or any portion thereof, and (ii) any other injury or damage to, or decrease in value of, the Boat Slip or any part thereof.

Debtors:

Debtors:

Brian L. Greenwood (SEAL) _____ (SEAL)
Brian L. Greenwood BLL
_____(SEAL) _____(SEAL)

Mr. Clerk: Please return to Equitable Bank, National Association to the officer at the address set forth in paragraph 2 above.

To be recorded with: Clerk, Circuit Court for Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21404
Atten.: Record Office

Handwritten initials/signature.

BOOK 509 PAGE 387

200511

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

1 Debtor(s) Name (s) and Address(es)
MICHAEL R. MILLS
ELIZABETH F. BOWEN
 LYONS CREEK MHP LOT 114
 LOTHIAN MD 20711

2 Secured Party(ies) Name(s) and Address(es)
GREEN TREE ACCEPTANCE INC.
 2200 OPITZ BLVD ; #245
 WOODBRIDGE, VA 22191

3 The Debtor is a transmitting utility

4 For Filing Officer Date Time No Filing Office
 APR 10 87
 TB

5 This Financing Statement covers the following types (or years) of property
1987 SCHULT SPECIAL EDITION
70 X 14 SERIAL # 206896
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6 Assignee(s) of Secured Party and Address(es)

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

By **MICHAEL R. MILLS** **ELIZABETH F. BOWEN**
Michael R. Mills *Elizabeth F. Bowen*
 Signature(s) of Debtor(s)

By **GREEN TREE ACCEPTANCE INC.**
Andrea J. Bunch
 Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY—NUMERICAL
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

BOOK 509 PAGE 388

200512

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) Sealing, Philip Elwin Sealing, Mary Virginia Parkway Village MHP 16 S. Paula St. Laurel, MD 20707	2. Secured Party(ies) and address(es) Eastern Homes 8291 Washington Blvd. Jessup, MD 20794	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED FEB 12 1997 FILING OFFICE UNIONTOWN, PA 15401 10 37
---	---	---

4. This financing statement covers the following types (or items) of property
1987 DeRose-Brentwood 24x64 s/n D12-27349

Together with all appliances, equipment, accessories, parts and accessions thereon and thereto all substitutions, replacements or additions therefore, and all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor and secured party.

5. Assignee(s) of Secured Party and Address(es) TB

All Valley Acceptance Co.
P.O. Box 668
Uniontown, PA 15401

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Philip elwin Sealing & Mary Virginia Sealing All Valley Acceptance Co.

By: Philip Elwin Sealing Mary Virginia Sealing Title: Manager
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1. (For Use in Most States)

Mailed to Secured Party

STATE OF MARYLAND

FEB 11 1987

BOOK

509

PAGE 389

FINANCING STATEMENT FORM UCC-1

Identifying File No. 206513

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Pizza, Inc. Address 110 Hillsmere Dr., Annapolis, MD 21403

RECORD FEE 13.00 POSTAGE 1.50 MAR 10 1987 MI 111405

2. SECURED PARTY

Name TSM Leasing, Inc. Address 24 Frank Lloyd Wright Drive, P.O. Box 1249, Ann Arbor, MI 48105

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Please see attachment for Chattal Mortgage

Name and address of Assignee Manufacturers National Bank of Detroit 29201 Telegraph Rd. 2nd Floor/Regional Banking Division Southfield, MI 48034

MAR 10 1987 TB

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Sharon K. Deignan, Annapolis Pizza, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Cindy Smith, Admin Asst

TSM Leasing, Inc. Type or Print Above Signature on Above Line

1350

BILL OF SALE

JAN 27 1987
BOOK 509 PAGE 300

This Bill of Sale concerns the sale of equipment, supplies, and leasehold improvements ("equipment") of Domino's Pizza store #4652 located at 110 Hillsmere Drive, Annapolis, MD 21403, by Sharon Duignan of Annapolis Pizza, Inc.

In consideration of the sum of \$ 50,104.04 (Fifty thousand one hundred four dollars and 4/100), paid by TSM Leasing, Inc., receipt of which is acknowledged, the undersigned, as seller, by delivery of this instrument transfers all of its rights, title and interest in and to the following equipment to TSM Leasing, Inc., 24 Frank Lloyd Wright Dr., Ann Arbor, MI 48105.

Quantity	Description	Serial Number
----------	-------------	---------------

Please see attached Schedule B

The undersigned warrants that it has good title to the foregoing equipment, subject to no lien, encumbrance or other interest, and that it has no knowledge of any material defect in such equipment which makes the equipment unfit for use such as is ordinarily made of such equipment.

Executed and delivered this 19th day of January, 1986.7

Domino's Pizza, Inc.
Seller

By Sharon Duignan
Its PRESIDENT

Accepted this 22nd day of January, 1986.7

TSM Leasing, Inc.
Buyer

By Ronald C. Aguirre
Its Vice President

BOOK 509 PAGE 391

LEASE NUMBER _____

(for supplies and leasehold improvements, if any)

SCHEDULE B

(Please leave blank space to fill in)
Serial Number

Quantity Description (catalogue or model number)*

List of completed leasehold improvements located at 110 Hillsmere Drive, Annapolis, MD 21403

Installed a new 240 volt 3 phase 3 wire electric service, FRP board and supplies. Roughed in the waste and water to the washing machine with wall box, reroughed in and relocated waste and water to the powder room and furnish and connect 1 toilet, 1 basin with wing type handles on the faucet, and fixtures, roughed in waste for the indirect drain with plastic floor sink, roughed in waste and water for the mop sink, connected sink and faucet, roughed in waste and water for the hand sink in the food area and connected the sink, installed one 50 gallon electric water heater with a pan and drain, connected the owner's 3 part sink and faucet into the indirect drain and run the water line to it, installed one 4' spray hose, installed on grease trap, installed one sub meter, roughed in and connected one additional hand sink in the storage room, Installed quarry tile. Installed all glass, sneezeguard. Installed walk-in cooler, Installed ductwork, roof flashing. Installed 3 supply lines to front of store and 1 line to rear. Installed ovens.

Mailed to Secured Party

Signed

Sharon Nugran

*DO NOT ABBREVIATE DESCRIPTION: GIVE COMPLETE INFORMATION

BOOK 509 PAGE 312

206511

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3. Bank Note No.
1. Debtor(s) (Last Name First) and Address(es): L&L Carpet Discount Centers, Inc. 7310 Ritchie Highway Glen Burnie, Md. 21061	2. Secured Party(ies) Name(s) And Address(es):  AMERICAN SECURITY BANK, N. A. 15th & PENNSYLVANIA AVE. N.W. WASHINGTON, D. C. 20013	4. For Filing Officer: Date, Time, File No., Filing Office: RECORD FEE \$15.00 ESTIMATED FILING TIME 11:10 TB	
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) All that collateral more fully described in Exhibit A attached hereto and made a part hereof		5. Assignee(s) of Secured Party, Address(es): MAR 10 57	
<input checked="" type="checkbox"/> Proceeds <input type="checkbox"/> Products of the collateral are also covered.		6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in item 7.	
8. Signatures: [If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.]			
L&L Carpet Discount Centers, Inc. By <u>Donald W. Martin VP</u> Debtor(s) [or Assignor(s)]		AMERICAN SECURITY BANK, N.A. By <u>Donald W. Martin</u> Vice-President Secured Party(ies) [or Assignee(s)]	

ASB 8.43 (REV 9/84)
P. 10/84

FINANCING STATEMENT

UCC-1

11-

Receivables and Inventory Collateral. All of the Debtor's present and future accounts, accounts receivable, contract rights, chattel paper, general intangibles, notes, receivables, receivances, chattel mortgages, conditional sales contracts, bills of lading, bills of exchange, promissory notes and other forms of obligations now or hereafter arising out of or acquired by the Debtor or the Debtor's business, together with all the Debtor's claims, securities, rights, remedies and privileges pertaining to any of the foregoing and (2) inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, and all proceeds of the foregoing, of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.

Furniture, Fixtures, Equipment and Supplies Collateral. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions, and accessions to any of the foregoing, of every type, including cash and non-cash proceeds.

L&L Carpet Discount Centers, Inc.

By: Donald L. Wharton

Mailed to Secured Party



MARYLAND NATIONAL BANK
We want you to grow.™

000515

BOOK 509 PAGE 394

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3 Not subject to Recordation Tax.
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Multimarine & Services Inc. Address(es) 4700 Belle Grove Road, Baltimore, MD 21225

6. Secured Party Maryland National Bank Address 225 N. Calvert St. Baltimore, MD 21203
Attention Retail Finance

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8 All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Multimarine Service, Inc.
Dennis F. Murphy (Seal)
Dennis F. Murphy, President
Joseph Smith (Seal)
Joseph Smith, Vice Pres. (Seal)

(Seal)

Secured Party
Maryland National Bank
Betty Hinton (Seal)
Betty J. Hinton, Branch Officer
Type name and title

RECORD FEE 11.00
POSTAGE .50
48012 0777 201 108404

MAR 11 07

TB

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

11/50

SCHEDULE A

BOOK 509 PAGE 395

THIS SCHEDULE A is attached to and made a part of a
Multimarine & Services Inc.

- 1 - Caterpillar 3306T B Series 175 KW Generator Set
- 1 - 1986 Matertrack Trailer - Vehicle #1C9AH2J2XUG099124

Mailed to Secured Party

200516

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 24,800.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____.

5. Debtor(s) Name(s) Address(es) 1739 W. Nursery Road - Box 307
 Baltimore Clay Product Co., Inc. Linthicum, Maryland 21090

6. Secured Party Address Equitable Bank, National Association
 Equitable Bank, National Association Consumer Credit Department
 Attention: JoAnn Beam Audit and Documentation Department
 Consumer Credit 100 S. Charles St.
 Baltimore, Md. 21201-0791

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
Steve Gilliece Secy/Treas (Seal)
 Baltimore Clay Product Co., Inc.
 Steve Gilliece, Secy/Treas (Seal)

RECORD FEE 11.00
 RECORD TAX 175.00
 COSTS .50
 1739 W. NURSERY RD. BALTIMORE, MD 21201-0791
 APR 11 1987

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

17
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SU

TB

SCHEDULE A

BOOK 509 PAGE 397

This Schedule A is attached to and made a part of a
Financing Statement to the Equitable Bank, National
Association from Baltimore Clay Product, Inc.

1986 Hyster Forklift

Serial Number A018E02486G

Mailed to Secured Party

600 509 P 308

266517

THIS STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es) Florida Marine and Boat Sales, Inc. 2904 Mountain Rd. Pasenda, MD 21122	2 Secured Party(ies) and address(es) Westinghouse Credit Corporation 2835 Brandywine Rd., Ste. 100 Atlanta, GA 30341	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 MAR 23 11 10 AM '85 MAR 11 87
4 This statement refers to original Financing Statement bearing File No ID#255317, Liber#481 Folio#571 Filed with <u>Anne Arundel County</u> Date Filed <u>1/23</u> 19 <u>85</u>		
5 <input type="checkbox"/> Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6 <input checked="" type="checkbox"/> Termination Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7 <input type="checkbox"/> Assignment The secured party's right under the financing statement bearing file number shown above to the property described in item 10 has been assigned to the assignee whose name and address appear in item 10. 8 <input type="checkbox"/> Amendment Financing Statement bearing file number shown above is amended as set forth in item 10. 9 <input type="checkbox"/> Release Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.		

No. of additional sheets presented

WESTINGHOUSE CREDIT CORPORATION

By 1690
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)

By [Signature]
Signature(s) of Secured Party(ies)

This instrument was prepared by Westinghouse Credit Corporation at the address shown in item 2

FILING OFFICER COPY - ALPHABETICAL
WC 172 (2/77)

Mailed to Secured Party

FINANCING STATEMENT FORM UC 21

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement dated _____ is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Paul W. Boltz

Address 3208 Woodstream Lane, Bellicott City, MD 21047

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St., P.O. Box 3422, Annapolis, MD 21403

Amount \$55 11.00
Expire 50

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

Used 1986 Chris Craft 381, LOA 38', Fiberglass, Hull Serial # CCHEJ299R585, with 1986 Mercruiser, T/340, gas engines, SE P-A465564, S-A465701

Kept: Annapolis, MD

ASSIGNEE:

Society for Savings
1290 Silas Deane Hwy
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Paul W. Boltz
(Signature of Debtor)

Paul W. Boltz
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Elizabeth Yafferty Agent
(Signature of Secured Party)

First Commercial
Type or Print Above Signature on Above Line

11/50

Anne Handel
1/24/87

BOOK 500 PAGE 400

286519

FINANCING STATEMENT is presented to a Filing Officer for Registration to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. Maturity Date (Optional):
1. Debtor(s) (Last Name First) and Address(es): WESLEY WHITE 414 MORRIS HILL AVENUE GLEN BURNIE, MD 21061 (In Anne Arundel County)	2. Secured Party(ies) Address(es) And Name(s): JOHN C. LOUIS CO., INC. 1805 CHERRY HILL ROAD BALTIMORE, MD 21230	4. For Filing Officer: Date, Time, File No., Filing Office: Filing Fee 11.00 POSTAGE .50 RECEIVED 11/13/97 NOV 11 97	
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) ONE MELROE BACKHOE MODEL 909, SERIAL NO. 3326, WITH 24" BUCKET. FILING OFFICER PLEASE NOTE THAT THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX. DEBT EXCEEDS \$200.00 <input checked="" type="checkbox"/> Proceeds of the collateral are also covered. Filed with: <input type="checkbox"/> Sec. of State _____ <input type="checkbox"/> Filing Office of _____ County/City		5. Assignee(s) of Secured Party, Address(es): Clark Equipment Credit Corporation 128 East Front Street Buchanan, Michigan 49107	
		6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.	

8. Signatures:

By Wesley White Debtor(s) [or Assignor(2)] By W. Davison W. Davison, Pres. Secured Party(ies) [or Assignee(s)]

(2) Filing Officer Copy — Alphabetical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

Mailed to Secured Party

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No. <u>200500</u>
(Not to Be) Strike Recorded in the Land Records.* strike in applicable words		
Debtor(s) Name(s) and Address(es) General Concrete Pumping Service, Inc. 1023 Dorsey Road Glen Burnie, Anne Arundel, MD 21061	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093	
XXXXXX of Secured Party XXXXXX of Secured Party	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. <i>in the amount of 90,000.</i>	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. "See Schedule A Attached Hereto And Forming A Part Hereof". "We have certified under penalty of perjury, that the Recordation Tax was paid to the Clerk of the Circuit Court of Anne Arundel County." <i>Marvin K. Schmidt</i> Marvin K. Schmidt, Assistant Vice President		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) General Concrete Pumping Service, Inc.	Secured Party The CIT Group/Equipment Financing, Inc.	
By <i>Robert M. Caughy</i> Title <u>Pres</u> <small>If corporation, have signed as President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <i>M. Schmidt</i> Type or print name of person signing	
Type or print name(s) of person(s) signing Robert M. Caughy		

RECORDED FOR RECORD TAX FEE

17.00
222.00
.50

TB

19
30
50

Mailed to Secured Party

12-50

MARYLAND FINANCING STATEMENT

BOOK 509 PAGE 402

266501

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE J & M Electronics, Inc. T/A Radio Shack of Annapolis
(Name or Names)
1262 West Street Annapolis, Maryland 21401
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:

See attached Schedule A.

RECORDING FEE 12.00
POSTAGE .50

RECORDED BY 118125
11 87

TB

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE J & M Electronics, Inc.
T/A Radio Shack of Annapolis

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Judith S. Jeweler Mrs.
Judith S. Jeweler (Title)

By: Brian G. Connolly Mgr.
Brian G. Connolly (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to: _____

(Type or print name of person signing)

CHESAPEAKE INDUS
8767 SATYR
BALTIMORE

12-50



MARYLAND FINANCING STATEMENT

BOOK 509 PAGE 402

200501

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE J & M Electronics, Inc. T/A Radio Shack of Annapolis
1963 West Street Annapolis, Maryland 21401
(Name or Names)
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:

See attached Schedule A.

REG. FEE 12.00

STAMP 11 25

11 87

13

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE J & M Electronics, Inc.
T/A Radio Shack of Annapolis

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Judith S. Sewer Mrs.
Judith S. Sewer (Title)

By: Brian G. Connelly Mgr.
Brian G. Connelly (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

12/50

↑

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. CI 1927
 dated February 21, 1987.

<u>Quantity</u>	<u>Description</u>
1	Radio Shack Tandy 3000 AT
1	Unix Operating System
1	Unix Dev. System
1	MS DOS 3.2
1	Amdek Color Monitor
1	Math Intel Coprocessor
1	System 20+20 Hard Disk
3	2.0 Meg Exp. Board
3	Atnx Multiuser Cards
216	256K Mem. Chip
3	Wintrox AP1051 Terminal
3	Gene QWTS Terminals
450'	Cable
12	DB251 Wood

Mailed to Secured Party

Approved and agreed to this 21st day of February, 198 7

J & M Electronics, Inc.

Lessee: T/A Radio Shack of Annapolis

Lessor: Chesapeake Industrial Leasing Co., Inc.

By: Judith Jeweler

By: Brian G. Connolly

TO BE RECORDED IN LAND RECORDS (IF CHECKED)

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF

\$ 50,000.00

200522

FINANCING STATEMENT

1. Borrower(s):

ST. ANDREWS UNITED METHODIST CHURCH dba
St. Andrew Elementary School & Day Care Center

Name or Names—Print or Type

4 Wallace Manor Road Annapolis, A.A. MD 21401
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

CHASE BANK OF MARYLAND, successor by merger to
CHESAPEAKE SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, INC.
P.O. BOX 708 ANNAPOLIS, MD 21404 7625 Wisconsin Avenue
Bethesda, Maryland 20814

3. This Financing Statement covers the following types or property: (Describe or attach separate list if necessary).

All furniture, fixtures, equipment, accounts receivable, and other assets now owned and hereafter acquired that are the property of the elementary school and/or day care center. This expressly includes any funds on deposit and in addition to any collateral or rights granted by other liens or indebtedness.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

Mailed to Secured Party

Borrower(s):

x Rodney W. Ord
Rodney W. Ord, Trustee & Chairman

x Hilda Flee
Hilda Flee, Trustee & Secretary

x _____

FOR: CHASE BANK OF MARYLAND,
successor by merger to
CHESAPEAKE S & L ASSOC. OF ANNAPOLIS, INC.

BY: Joan Neale Spermo
(Signature of Officer) Joan Neale Spermo
Senior Vice President

Print Name & Title

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
~~CHESAPEAKE S & L ASSOCIATION~~ CHASE BANK OF MARYLAND
~~ATTN: Loan Department~~ ATTN: Commercial Real Estate Dept.

1030

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	_____
Date & Hour	_____

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement _____

Date of Filing 3/28/80
Maturity date (if any) _____

Record Reference 231866
Liber 423 Page 535

Anne Arundel
County

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No. Street City State

PETE'S CYCLE COMPANY, INC.

800 Ritchie Highway, Severra Park, MD

Name of Secured Party or assignee

No. Street City State

BORG-WARNER ACCEPTANCE CORP.

1900 Sulphur Spring Rd., Baltimore, MD

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECORD FEE 10.00
FILING .50
ISSUANCE CHARGE 108-33

Mailed to Secured Party

MAR 31 1980

Debtor(s) or assignor(s)

PETE'S CYCLE CO., INC.

BORG-WARNER ACCEPTANCE CORP.

(Seal)

(Corporate, Trade or Firm Name)

[Handwritten Signature]

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

10/50

STATE OF MARYLAND

BOOK 509 PAGE 408

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247869

RECORDED IN LIBER 463 FOLIO 152 ON 6-23-83 (DATE)

1. DEBTOR

Name Royal Brumwell d/b/a Brumwell Fuel Service

Address 4013 Mountain Road, Pasadena, Maryland 21122

2. SECURED PARTY

Name JI Case Co. or J.I. Case Credit Corp. as their interests may appear:

Address 290 Elwood Davis Road, Liverpool, NY 13088

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination 6103- Anne Arundel</p>

Mailed to Secured Party

RECORD FEE 10.00
FILING FEE 50
JUL 11 1987

Dated 2-23-87

15 40

[Signature] Fin Mgr
(Signature of Secured Party)
JI Case Credit Corporation
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 509 PAGE 407

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Decal Corp.

Address 1994 Moreland Pkwy. Annapolis Md. 21401

2. SECURED PARTY

Name Baumfolder Corporation

Address 1660 Campbell Road, P.O. Box 728, Sidney, Ohio 45365

Assignee of Central Trust Company
Secured Party: Central Trust Center, Cincinnati, OH 45202

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Baum-Lawson 52" cutter
With Two Knives

Serial Nos: 865214B;.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Russell Tippet
(Signature of Debtor)

Russell TIPPETT
Type or Print Above Name on Above Line

Chesapeake Decal Corp.
(Signature of Debtor)

Type or Print Above Signature on Above Line

11.50

Baumfolder Corporation
(Signature of Secured Party)

S.J. Howell
Type or Print Above Signature on Above Line

S.J. Howell,
Credit Manager

Mailed to Secured Party

RECORD FEE 11.00
FILING FEE .50
TOTAL FEE 11.50
MAR 11 1977

TB

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264998
Book 505 Page 570

RECORDED IN LIBER 39048 FOLIO C777 ON 12-4-86 (DATE)

1. DEBTOR

Name Kim M. Stewart and Donald W. Smith, as individuals D/B/A E'Lon Hair Studio
Address 200 Crain Highway; Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address 407 Crain Highway; The Steffey Bldg., Ste. 200-B
Glen Burnie, Maryland 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: AMENDMENT <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Changed name from Cloud 9 to E'Lon Hair Studio</p>
	<p>19.00 .50 77 5M 168246 MAR 11 1987</p>	

KIM M. STEWART AND DONALD W. SMITH,
AS INDIVIDUALS D/B/A E'LOH HAIR STUDIO

Kim M. Stewart
Kim M. Stewart - Owner
Donald W. Smith
Donald W. Smith - Owner

Dated February 27, 1987

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION
Ellen Golden
(Signature of Secured Party)

Ellen Golden - Manager
Type or Print Above Name on Above Line

Filed with Anne Arundel County

BOOK 509 PAGE 409

206523

FINANCING STATEMENT

For Filing Officer Use	
File No.	_____
Date &	_____
Hour	_____

RETURN TO: Metro Building Supply
8381 Old Courthouse Road
Vienna, VA 22180

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
OMEGA DRYWALL LTD	2129-10	BALDWIN AVE.	CROFTON,	MD. 21114

Name of Secured Party or assignee	No.	Street	City	State
1. Metro Building Supply	8381	Old Courthouse Road	Vienna,	VA

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

Accounts receivable, inventory, equipment, furniture, fixtures and bank accounts.

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement *is is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended.

Debtor(s) or assignor(s) Mailed to Secured Party

METRO BUILDING SUPPLY
an operating division of
Fairfax Investment Corporation
8381 OLD COURTHOUSE ROAD
VIENNA, VIRGINIA 22180

OMEGA DRYWALL LTD.
[Signature]

(Corporate, Trade or Firm Name)
[Signature]
Signature of Secured Party or Assignee

ORA J. BLAW, President
(Type or print name under signature)

MARK C. ELMORE, President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

450

2/20

BOOK 509 PAGE 410

206501

BE3617 BBR7

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Daniel, Aubrey L. 1083 Minnantoké Road Severn, MD 21144	2. Secured Party(ies) and Address(es) New Holland Inc. New Holland Ceresville P.O.Box A Frederick, Md. 21701
---	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
 Ford 1910 Tractor SN#UP07019
 Ford 770A-4 Loader SN#59299

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:
Anne Arundel County

Aubrey L. Daniel

 Aubrey L. Daniel (NAME OF DEBTOR)

 (SIGNATURE OF DEBTOR)

New Holland Ceresville

 (NAME OF SECURED PARTY)
 BY: *Robert D. Dinsmore*

 Robert D. Dinsmore, Store Manager

FMCC JUN 64 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.

This unit is subject to a lein of \$ 9784.32
due to Assignee of the Secured Party
Ford Motor Credit Co.
P.O.Box 537
Cockeysville, Md/ 21030

Mailed to Secured Party

11/50 ↑



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 11/19/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 10/27/86, Schedule # 01, dated 10/30/86 between Assignor as Lessor and LEASE ACCOUNT # 687201 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 11/19/86 between Assignor and Assignee:

one (1) NLB Liquid Blaster Model 8150D S/N 682201

RECORDED
DATE 11/23/86 10:24 AM '86

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III, Exec. V.P.
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan, Sr. V.P.
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

Mailed to Secured Party

2417
KALVAL

BOOK 509 PAGE 412

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

200526

DATE: February 26, 1987

(XXX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Anthony Gambino
Nancy Gambino
T/A Nail Salon

ADDRESS: 7658 Water Oak Point Road
Pasadena, Maryland 21122

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORDING FEE 15.00
CHARGE .50
ANNAPOLIS CITY MD 21402
MAR 11 87
TB

Mailed to Secured Party

DEBTOR(S):
Nail Salon
(Company Name)

SECURED PARTY:
ANNAPOLIS FEDERAL SAVING BANK

BY: Anthony Gambino
Anthony Gambino

BY: Nancy Frost Gambino
Nancy Gambino

BY: _____

BY: Robert E. Mann
(Authorized Signature)
Robert E. Mann
Consumer/Commercial Loan Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: February 26, 1987

(XXX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Collette Storck
T/A Crownsville Garden Center

ADDRESS: 1241 Generals Highway
Crownsville, Maryland 21032

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, fixtures, equipment, inventory, accounts receivables now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 17.00
STAMP .50
STATE DTW 801 TOL-513
88 11 87

10

DEBTOR(S):
Collette Storck
T/A Crownsville Garden Center
(Company Name)

BY: Collette Storck
Collette Storck

BY: _____

BY: _____

~~Walled to Secured Party~~
SECURED PARTY:
ANNAPOLIS FEDERAL SAVING BANK

BY: Paul R. O'Connell
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

DATE: February 25, 1987

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR (S): Ray Sears and Son, Inc.

ADDRESS: 2387 Rutland Road
Gambrills, MD 21054

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

- (1) Case Backhoe Model 580 C Serial Number 8789552

RECORD FEE 11.00
POSTAGE .50
ANNAPOLIS CITY MD 21404
MAR 11 1987

TB

Mailed to secured Party

DEBTOR(S):
Ray Sears and Son, Inc.
(Company Name)

BY: Raymond R. Sears Pres.
Raymond Sears, President

BY: _____

BY: _____

SECURED PARTY:
ANNAPOLIS FEDERAL SAVING BANK

BY: Paul R. O'Connell
(Authorized Signature)

Paul R. O'Connell, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

BOOK 509 PAGE 415

206529

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Anne Arundel Diagnostics, Inc. Franklin & Cathedral Sts. Annapolis, MD 21401	2 Secured Party(ies) and address(es) GENERAL ELECTRIC COMPANY MEDICAL SYSTEMS BUS. GROUP 9700 GEORGE PALMER HIGHWAY LANHAM, MD 20706	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 50 MAY 11 1987

7. This financing statement covers the following types (or items) of property

- 1 B7960HA CT 9000 Scanner
- 1 B7967AE CT 9000 Optical Disc Unit

TB

**THE EQUIPMENT INDICATED IS COVERED UNDER A LEASELINE AGREEMENT AND THE UCC FILING THEREFORE IS BEING FILED FOR PUBLIC NOTICE ONLY. RECORDATION TAX IS NOT APPLICABLE.

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Anne Arundel Diagnostics, Inc. <i>George A. Blair</i> CP Signature(s) of Debtor (Or Assignor)	GENERAL ELECTRIC COMPANY RICHARD C. PFARR <i>Richard C. Pfarr</i> Signature(s) of Secured Party (Or Assignee)
--	---	--

Mailed to Secured Party

BOOK 509 PAGE 416

206539

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
Anne Arundel Diagnostics, Inc. Franklin & Cathedral Sts. Annapolis, MD 21401	GENERAL ELECTRIC COMPANY MEDICAL SYSTEMS BUS. GROUP 9700 GEORGE PALMER HIGHWAY LANHAM, MD 20706	RECORD FEE 11.00 POSTAGE 5.00 TOTAL 16.00 MAR 11 1987

7. This financing statement covers the following types (or items) of property

TB

SEE ATTACHMENT

**THE EQUIPMENT INDICATED IS COVERED UNDER A LEASELINE AGREEMENT AND THE UCC FILING THEREFORE IS BEING FILED FOR PUBLIC NOTICE ONLY. RECORDATION TAX IS NOT APPLICABLE.

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Anne Arundel Diagnostics, Inc.	GENERAL ELECTRIC COMPANY
<i>[Signature]</i>	<i>George A. Blair, CFO</i>	<i>Richard C. Pearr</i>
	Signature(s) of Debtor (Or Assignor)	Signature(s) of Secured Party (Or Assignee)

BOOK 509 FILE 417

<u>Qty</u>	<u>Catalog #</u>	<u>Description</u>
1	S0913BA	SPX R&F Console
1	A8091CH	Vasc. SPM w/Circuit Brkr
1	A8091AB	80/100 Sfmer SPM Trim
1	A8091AD	Grill Panel Side Entry
1	A8091FA	Image Receptor Interface
1	S0924GA	SFX30/8535 Subsys 60HZ
1	D1179EC	MX100-F. .6-1 12.5 Tube
1	A8700CD	Quantamatic 20 F/8835
1	G9060AB	525 TV with 15 in MCN S82
1	S0939BB	L500 LFOV SPX/MPX 60HZ
1	G9005GA	105 Photospot Camera Sys
1	C7505BD	Mobile Sgl Monitor Cart
1	G9070BA	Group XT/Inboard/19 ft.
1	D5303C	Sentry Three Auto Coll.
1	D1175F	MX100-18 .6-1.25 12.5 PS
1	G9041DA	Group MVCH-Left Hand
1	A8420AD	Quantamat Bucky Detector
1	C7024FB	12 in II to 8835 Adapter

Mailed to Secured Party

BOOK 509 PAGE 418

206501

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
ANNE ARUNDEL COUNTY FARMERS
COOPERATIVE ASSOCIATION, INC.
155 8th Avenue, North
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
SIMPLICITY MANUFACTURING, INC.
500 N. Spring Street
Port Washington, WI 53074

For Filing Officer (Date, Time, Number, and Filing Office)

RECORDED FEE 11.00
SERIES 1111 RN 10400
NOV 11 87

TB

4. This financing statement covers the following types (or items) of property:

inventory now owned or hereafter acquired consisting of various types of power equipment together with parts and attachments relating thereto which have been supplied by the secured party.

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX"

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

ANNE ARUNDEL COUNTY FARMERS
COOPERATIVE ASSOCIATION, INC.

SIMPLICITY MANUFACTURING, INC.

By: *David H. Smith*
Signature(s) of Debtor(s)

By: *Merlin J. Mueller*
Signature(s) of Secured Party(ies)
Merlin J. Mueller - Credit Manager

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11

(1) The following person is hereby designated to whom the filing officer may deliver or mail this financing statement after it has been recorded: Merlin J. Mueller, Credit Manager, Simplicity Manufacturing, Inc., Port Washington, Wisconsin, and

(2) The underlying secured transaction being publicized by this financing statement is not subject to the recordation tax imposed by Article 81, Section 277 and 278, annotated Code of Maryland, 1962, suppl., as amended.

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 509 PAGE 419

Identifying File No. 200502

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 12-30-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George L. Conner
Address 1539 Eton Way Crofton, Md 21114

2. SECURED PARTY

Name Baldwin Service Ctr
Address 41 Defense Hwy Annapolis, Md 21401
Assignee of Secured Party
KUBOTA CREDIT CORPORATION, USA
4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1- Kubota Tractor Model L2250DT Ser#52812
1- Kubota Loader Model BF400G Ser# 13657
1- Woods Mower Model RM59 Ser#67901
1- Woods Box Ser#1338

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
TOTAL DUES PAY 11.50
MAR 11 87
TB

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor

George L. Conner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Baldwin Service Center, Inc.

Signature of Secured Party

Ilse H. Fink, Corp. Sec.

Type or Print Above Signature on Above Line

11/50

200 509 PAGE 420

200503

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Officer: Date, Time, No. Filing Office

Severn Surveys Inc.
189 Maryland Ave., RT 3 South
Millersville, MD 21108

Triumpe Leasing Company
550 Pinetown Road
Suite 250
Fort Washington, PA 19034

5 This Financing Statement covers the following types (or items) of property

See attached for description of Hewlett Packard Computer System

The equipment above is made part hereof together with lease dated 4/1/82 and proceeds thereof, including without limitation the proceeds of any casualty insurance policy

6 Assignee(s) of Secured Party and Address(es)

COMMERCIAL LENDING BANK
1234 MARKET STREET
PHILA., PA 19107

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

NOT SUBJECT TO RECORDATION TAX

No & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or					
<input type="checkbox"/> as to which the filing has lapsed, or					
<input type="checkbox"/> already subject to a security interest in another jurisdiction. XXXXXXXXXXXX					
<input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean					
<input type="checkbox"/> Consignee(s) and Consignor(s), or					
<input checked="" type="checkbox"/> Lessee(s) and Lessor(s)					

11/50

Signature(s) of Debtor(s) William E. Petherbridge PRES. Signature(s) of Secured Party(ies) Stephen Fischer Vice Pres.

(1) FILING OFFICER COPY - NUMERICAL President (Required only if Item 10 is checked)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

Triumpe Leasing Company

Mailed to Secured Party

FINANCING STATEMENT

BOOK 509 FILE 421

Identifying File No. 206504

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Leo's Vacation Center, Inc.
Address 729 Maryland Route #3 North Gambrills, MD 21054

2. SECURED PARTY

Name CHRYSLER FIRST WHOLESALE CREDIT INC.
Address 2000 Oxford Drive, Suite 200A Bethel Park, PA 15102

RECORD FEE 11.00
POSTAGE .50
TOTAL CHRG. FOR FILING 11.50
MAR 11 87
TB

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All inventory, which is financed by Secured Party, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

Name and address of Assignee

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Leo's Vacation Center, Inc.
Leo Merkel, Pres.
(Signature of Debtor)

Leo Merkel, Pres
Type or Print Above Name on Above Line

Leo Merkel, Pres.
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

CHRYSLER FIRST WHOLESALE CREDIT INC.

Thomas E. McCabe
(Signature of Secured Party)

Thomas E. McCabe
Type or Print Above Signature on Above Line

11 50

TO BE
 NOT TO BE

BOOK **509** PAGE **422**
RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 260535

55-140

FINANCING STATEMENT

1. Debtor (s):

Madness Inc. T/A Sun Valley Shell
 Name or Names—Print or Type
7929 Baltimore Annapolis Blvd., Glen Burnie, MD 21061
 Address—Street No., City - County State Zip Code

 Name or Names—Print or Type

 Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.
 Name or Names—Print or Type
701 Cathedral Street, Baltimore, Maryland 21201
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

- (1) Crystal Tips ice machine #COE251 with a #BR-930 bin
- (1) Starrett Ice Merchandiser #240 GV

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
 7. Products of collateral are are not covered.

DEBTOR(S)

[Signature]
(Signature of Debtor)

Michael Levitas, Pres.
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY

Harbor Leasing Associates
(Company, if applicable)

[Signature]
(Signature of Secured Party)

Mark M. Caplan, partner
Type or Print (Include title if Company)

Mailed to Secured Party

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

RECORDED FEB 17 1987
 12 50
 11 10 24 3
 80 11 87

TB

12 50

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

BOOK 509 PAGE 423

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ 206500

87-094

20

FINANCING STATEMENT

1. Debtor (s):

Maryland Business Phone Co.
Name or Names—Print or Type
1741 Mayfair Place, Crofton, MD 21114
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.
Name or Names—Print or Type
701 Cathedral Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1 QTE / ELCOTEL VY-1200
PAY PHONE

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR (S):
Gary Alfred Holcomb
(Signature of Debtor)

SECURED PARTY:
Harbor Leasing Associates
(Company, if applicable)

Gary Alfred Holcomb
Type or Print

(Signature of Debtor)

Type or Print

Mark M. Caplan, partner
(Signature of Secured Party)
Type or Print (Include title if Company)

Mailed to Secured Party

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

11/50

RECORDING FEE 11.00
POSTAGE .50
TOTAL 11.50

MAR 11 1987

TB

1150

87-690

all co

BOOK 509 PAGE 424

206537

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
 \$ _____ AMOUNT OF

FINANCING STATEMENT

1. Debtor(s):

Fort Meade Coin Operated Laundry Co.
 Name or Names—Print or Type

1690 Annapolis Road, Odenton, MD 21113
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201
 Name or Names—Print or Type

 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(1) used True box #GDM-33, Ser. #447412

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.00
 POSTAGE .50
 27/36 734 91 110443
 MAR 11 87

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

TB

DEBTOR(S):

Cynthia Kim
 (Signature of Debtor)

Cynthia Kim
 Type or Print

Cynthia Kim
 (Signature of Debtor)

 Type or Print

SECURED PARTY:

HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201

Mailed to Secured Party

 (Company, if applicable)

[Signature]
 (Signature of Secured Party)

 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201

Name and Address _____

Lucas Bros. Form F-1

1150

BOOK 509 PAGE 425

266503

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)
LESSEE:

MACEY'S CORNER E-MAIL INC.
518 RIVERVIEW
SEVERNA PARK, MA 01946

2. Secured Party(ies) and address(es)
LESSOR:

EATON FINANCIAL CORPORATION
The Beaumont Building
P.O. Box 71, South Station
Framingham, Massachusetts 01701

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
STAMP .50
TOTAL 11.50
MAY 11 10:44
MAY 11 87

4. This financing statement covers the following types (or items) of property:

- (1) Dimension II Alignment Machine
- (2) Multi-Purpose Runways
- (3) Sacking Beams
- (4) Alignment Analyzer

L#62982

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

5. Assignee(s) of Secured Party and Address(es)

"Equipment lease - does not create a security interest"

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Tariq Saudi Niazi

By: Signature(s) of Debtor(s) LESSEE

Tariq Saudi Niazi
(1) Filing Officer Copy - Alphabetical

EATON FINANCIAL CORPORATION

By: Randi Rosenblatt
Signature(s) of Secured Party(ies) LESSOR

Randi Rosenblatt

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

BOOK 509 PAGE 420

206533

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

(1) Debtor(s) (Last Name First) and Address(es)	No. of Additional Sheets Presented
Real Estate Professionals, Inc. 2128 Espey Court, Suite B Crofton, Maryland 21114	(2) Secured Party(ies) (Name(s) And Address(es)) Dominion Bank of Maryland Route #3, P.O. Box 300 Millersville, Maryland 21108
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe the real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)

RECORD FEE 11.00

REGISTERED FOR TAXES

MAR 11 1987

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

NO RECORDATION TAX
(Conditional Sale)

See Attached Schedule "A"

TR

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Real Estate Professionals, Inc.

(By) *[Signature]*
Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

Secured Party(ies) [or Assignees]
Dominion Bank of Maryland

(By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

Schedule "A"

- (1) 32 x 8 Stor-A-Van, #EMS-01126
- (1) Startype Electronic Memory Typewriter w/display, Serial #321037
- (1) PC/AT Computer w/30 MB Disk Drive, Color Monitor, Serial & Parallel Port, DOS Operating System
- (1) Printer 120 CHR Width
- (1) Basic Estimator Package
- (1) Wyse 50 CRT

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254588

RECORDED IN BOOK 479 PAGE 421 ON November 23, 1986 (DATE)

1. DEBTOR

Name Elite Yachts de France, Inc.
Address 410 Severn Ave., Suite 206, P.O. Box 3342, Annapolis, MD 21403-0342

2. SECURED PARTY

Name HORIZON CREDITCORP
Address 7 East Frederick Place, Cedar Knolls, N.J. 07927

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>37' Elite, Hull #EYD000160184</p>	
	<p>Mailed to Secured Party</p>	

HORIZON CREDITCORP

[Signature]

(Signature of Secured Party)

Ronald B. Mayer, Vice President

Type or Print Above Name on Above Line

Dated _____

10/50

STATE OF MARYLAND

BOOK 509 PAGE 429

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 206510

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DHL Airways
Address 2609 Cabover Drive, Hanover, MD 21076

2. SECURED PARTY

Name Master Lease Corp
Address One Presidential Blvd
Bala Cynwyd, PA 19004

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Mail Equipment as more fully defined in lease 87020548 dated 12/23/86. This is for a lease and is filed for informational purposes only.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

(Signature of Debtor)

Keith Whitecotton/Station Manager

Keith Whitecotton
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Carolyn Lopez
Type or Print Above Signature on Above Line

11/5

MAR 11 87
TB

STATE OF MARYLAND

BOOK 509 PAGE 430

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~38757~~ 264977

RECORDED IN LIBER. 505 FOLIO 529 ON 12/3/86 (DATE)

1. DEBTOR

Name Overseas Telecommunications, Inc. C/O Westinghouse Electric Corporation
Address Material Acquisition Center, 314 South Hammonds Ferry Road, Glen Burnie, MD

2. SECURED PARTY

Name Sussex Leasing Corp.
Address 175 Great Neck Road
Great Neck, N.Y. 11021

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> XX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: Westinghouse Credit Corporation 309 Fellowship Road Suite 309 Mt. Laurel, New Jersey 08054</p>	

Mailed to Secured Party

Dated 10/30/86

[Signature]
(Signature of Secured Party)
Sussex Leasing Corp.
Type or Print Above Name on Above Line

10-30

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 2-24-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 2-1-87, Schedule # 01, dated 2-1-87 between Assignor as Lessor and LEASE ACCOUNT # BS5012 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 2-24-87 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Debtor)

Frank J. Siro, III
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

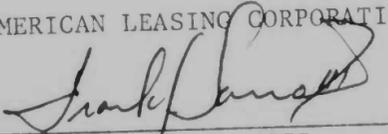
1150

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
14	#960 Pietranera Prestige Styling Chairs
4	Ergo Shampoo Unit
3	Prestige, individual Dryer Chairs
3	#960 Prestige Coloring Chair
3	810M Dryer Wall
14	Wall Hung Cabinet 28" X 6" X 36"
4	Wall Hung Cabinet 30" X 9 3/4" X 30"
2	Wall Hung Cabinet 9" X 6" X 37"
2	Wall Hung Cabinet 18" X 6" X 37"
4	Base Cabinet 30" X 18" X 28 1/2"
2	Base Cabinet 42" X 24" X 30"
3	Plumbing Cover 24" X 9" X 21"
1	Plumbing Cover 36" X 9" X 21"
2	P/L Counter Top 24" X 42" w/4" B.S.
1	P/L Counter Top 18" X 15'3"
1	P/L Counter Top 30" X 7'6" w/B.S. & Coffee Station
2	P/L Shelving 30" X 7'6" w/coffeestation
1	P/L Shelving 18" X 4'6" w/coffeestation
3	Plywood Panel 30" X 37"
14	Wedge Support 28" X 10" X 18"
1	Reception Desk

TRANS-AMERICAN LEASING CORPORATION

BY:


 Frank J. Sarro, III

TITLE: Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATION

BY:


 William J. Ottey, Exec. V.P.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 3/2/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50

STATE OF MARYLAND

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Feb. 9, 1987, Schedule # 01, dated Feb. 10, 1987 between Assignor as Lessor and LEASE ACCOUNT # 789020 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 3/2/87 between Assignor and Assignee:

Computer System upgrade from 2500 to 2800 to include: Software and hardware for system 2800 real time statistics with a 8630 CPU hardware expansion to sixteen ports.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

115

TAS of FRED

206513

BOOK 509 FILE 431

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated March 2, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 4/7/86, Schedule # 03, dated 2/20/87 between Assignor as Lessor and LEASE ACCOUNT # 687040 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated March 2, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarco III
(Signature of Debtor)

Frank J. Sarco III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)
William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with ANNE ARUNDEL COUNTY

ITC

INDUSTRIAL TRAINING CORPORATION

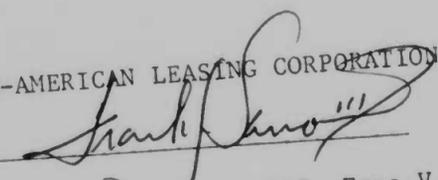
Schedule 03
BOOK 509 PAGE 435

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
10 (ten)	VXT 1551 A Upgrade Kit Touch Screen Monitors and Interface Boards S/N 002047 S/N 1872 002035 1869 002045 1876 002046 1873 002051 1874 002053 1875 002038 1877 002034 1863 002052 1878 002042
10 (ten)	Zenith Computer ZF 158-41 20 Mega Kit (IBM compatibility) S/N 649CF0432 649CH0374 649CF0345 648CE0355 643CC0576 643CC0564 649CF0282 649CH0662 649CH0521 649CF0442
	10' X 20' Linear Trade Show Exhibit (framed and covered in luan and laminated)
2 (two)	Rear lit corporate logo's
2 (two)	6' chrome flourescent fixtures
2 (two)	End returns (4' 6" long)
2 (two)	End return cabinets
2 (two)	Work stations (5' X 4' X 2') (includes: two adjustable shelves, keyboard shelves, and smoked plixi-glass covers)
1 (one)	10' X 20' low static carpeting
2 (two)	High stools
2 (two)	Custom fitted, reusable shipping containers

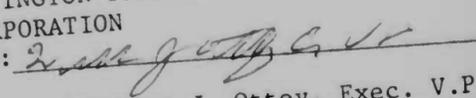
Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Barro III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN CORPORATION

BY: 

TITLE: William J. Ottey, Exec. V.P.

207001

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Feb. 24, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 8, 1985, Schedule # 04, dated Feb. 18, 1987 between Assignor as Lessor and LEASE ACCOUNT # 588050 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated Feb. 24, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORDING FEE 93.00
POSTAGE 50
TOTAL 143.00

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

Handwritten numbers 93 and 5

TideWTrent

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Compressor, 1/2 HP EL
2	Compressor, 3/4 HP 2.4CF
2	Compressor, 8 HP GAS
5	Compressor, Kit 1 HAM
1	Compressor, 80CFM
1	Compressor, 85CFM
3	Compressor, 100CFM <i>36 JSP</i>
1	Compressor, Kit 2 HAM
1	Compressor, 150CFM
1	Air reg./separator
4	Breaker, 60# Air
4	Breaker, 80# Air
2	Chipping Hammer, Air
1	Clay spade hammer
2	Impact wrench, 1/2" DR
1	Nailer, Air
1	Nailer, Air kit 8 HP
1	Needle scaler
1	Rotary hammer, air
1	Sandblast kit, 35 lb.
2	Sandblast kit, 300 lb.
2	Stapler, roofing kit
1	Tamper, air
2	Stapler, roofing
1	Sandblaster, 35 lb.
2	Sandblaster, 300 lb.
2	Hood, Sandblast
25	Hose, air 3/4X50'
1	Hose, Air 1/4X25'
5	Hose, Air 1/4X50'
1	Hose, Sandblast 25'
10	Asphalt spade, 1 1/8
0	Asphalt spade, 1 1/8
11	Moil point, 3/4"R
33	Moil point, 3/4"
25	Moil point, 1 1/8
0	Moil point

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarrro*

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: *William J. Otter*

TITLE: *CR VP*

TIDEWATER RENTAL CENTER

BOOK 509 PAGE 438 Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
0	Chisel point
4	Chisel point, CP
6	Chisel point, 3/4" R
12	Chisel point, 3/4"
2	Chisel point, 11300B
12	Chisel point, 1 1/8
1	Clay spade, 1 1/8"
3	Scaling chisel, CP
3	Scaling chisel, 3/4"R
4	Compactor, upright
4	Roller, hand 18X24
1	Roller, tow 18X32
1	Roller, 1 Ton
3	Tamper, hand 8 X 8
4	Vibratory plate
1	Air tank
1	Ball joint kit
1	Ball joint kit, 4WHDR
1	Ball joint separator
2	Ball joint socket
1	Battery charger, Fast
1	Cam bearing set
1	Clutch aligning tool, A
1	Clutch aligning tool, M
1	Coil spring comp, I
1	Coil spring comp, O
1	cylinder deglazer
1	Engine stand
1	Flaring tool, double
1	Jumper cable
1	Piston groove, cutter
1	Pitman arm wedge
1	Ring compressor, Medium
0	Ring Compressor, diesel
1	Ring expander
2	Ridge reamer
1	Breaker Bar, 3/4"
1	Socket, 3/4" X 36MM
1	Socket, 3/4" X 2 9/16
1	Socket, 3/4" X 1 1/4

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarrro, III

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: William J. Utter

TITLE: VP

BOOK 509 PAGE 439

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Socket, 3/4" X 1 5/16
1	Socket, 1 3/8"
1	Socket, 3/4" X 2 3/4"
1	Socket, 3/4" X 7/16"
1	Socket, 3/4" X 1 1/2"
1	Socket, 3/4" X 1 9/16"
1	Stud extractor
1	Expander, tail pipe
2	Thread chaser, adj.
1	Tie rod separator
1	Timing light
1	Torque wrench, inch#
1	Torque wrench, foot#
2	Torque mult to 1000#
1	Valve spring comp.
2	Valve tappet remove
1	Wheel bearing wrench
3	Wrench, adj. 16"
1	Wrench, adj. 12"
1	Puller, dent
1	Puller, 2-Jaw small
1	Puller, 2-Jaw medium
2	Puller, 3-Jaw small
1	Puller, A/C Pulley
1	Puller, 3-Jaw medium
1	Puller, 3-Jaw large
2	Puller, Axle
2	Puller, Harmonic balance
3	Puller, Internal
1	Puller, power steering
1	Puller, slide hammer
3	Puller, steering wheel
2	Puller, pitman arm
2	Puller, vega Cam
2	Puller, push
1	Puller, universal hub
1	Chainfall, 1/2 ton
1	Chainfall, 1 ton
1	Chainfall, 5 ton
1	Chain hoist, 1 1/2 ton

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarrro

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATION

BY: William J. Utter

TITLE: VP

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TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4	Jack, Column
3	Come-A-long
1	Sling
1	Jack, drywall
6	Engine hoist w/sling
1	Jack, floor 2 ton
10	Jack, Hydraulic 12 ton
3	Jack, Hydraulic 20 ton
2	Jack, Hydraulic 60 ton
1	Lift, 18' 600 lb.
1	Jack, Pallet
2	Jack, screw 2 X 12
4	Jack, stand 6 ton
1	Port-a-power, 10 ton
2	Jack, trans hydraulic
1	Jack, trans Mech.
1	Jack, trans 1 ton HD
1	Amplifier w/mike
2	File cabinet, 4 D 1tr
1	Jobcom, 2-way F.M.
3	Megaphone
3	Projector, overhead
1	Projector, 8 MM
2	Projector, 16 MM w/sound
2	Projector, 35 MM slide
2	Recorder, cassette
2	Screen, projection
2	Sound lectern
1	Terminal table, mobile
1	T.V. & V.C.R. Combo, remot
1	Typewriter stand
2	Bulb, spare (dek)
2	Bulb, spare (DLD)
1	Bulb, spare (ENX)
2	Reel, 16 MM large
1	Calculator, printing
1	Telephone answer sys.
0	Multi-line adaptor
3	Typewriter, elec.
2	Typewriter, elec. I.B.M.

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarrro*

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: *William J. Utley*

TITLE: *Asst. Mgr.*

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	Breaker, elec small
7	Breaker, elec large
1	Drill, 1/4" RT angle
1	Drill, 1/2" RT angle
1	Drill, 3/8" VSR
1	Drill, 3/4" 2 speed
2	Hammer drill, 1/2"
1	Impact wrench, elec. 1/2"
2	Rotary Hammer, 1 1/2"
3	Rotary Hammer, 2"
1	Screw gun, drywall
1	Drill, battery
4	Sledge hammer
5	Carbide, B-T 1/2" X 8"
1	Carbide, B-T Bushing
6	Carbide, B-T 5/8" X 8"
3	Carbide, B-T 9/16" X 8"
1	Carbide, B-T 3/4" X 8"
1	Carbide, B-T 3/4" X 5"
2	Carbide, B-T 7/8" X 8"
2	Carbide, B-T 1" X 13"
2	Carbide, 1 1/4 X 14
2	Carbide, 1 1/2 X 14
1	Band tool set, 1/2" 2 pc.
3	Floor nailer
1	Stapler, carpet elec.
1	Stapler, Electric
2	Stapler, hand gun
1	Stapler, underlay
4	Stud driver, LV
4	Broom, street
2	Carpet, chisel
4	Carpet cleaner, trewax
2	Carpet cutter, R.B.
1	Carpet Cutter, Loop-P
5	Carpet kicker
5	Carpet, seaming iron
1	Carpet shampooer, 13'
1	Carpet shears
1	Carpet stretcher
1	Ceramic tile cutter, small
1	Ceramic tile cutter, large
1	Ceramic tile nipper

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. SarrroTITLE: Frank J. Sarrro, III Exec. V.P.IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATIONBY: William J. OtleyTITLE: Es. v.p.

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	Cutter, asb. shingle
2	Cutter, floor tile
1	Cutter, plastic tile
2	Polisher, floor 13" W/BP
3	Polisher, floor 17" W/BP
1	Polisher, high speed 17"
1	Roller, Tile 80#
1	Roller, tile 150#
1	Stripper, floor
1	Sweeper, gas 30#
1	Upholstery tool
2	Vacuum, carpet small
2	Vacuum, carpet large
3	Vacuum, wet/dry small
1	Vacuum, wet/dry large
3	Wallpaper steamer
2	Airless spray unit
2	Roller, power
4	Generator, 2500W
1	Generator, 3000W
2	Generator, 4000W
1	Generator, 5000W
1	Floodlight, 500W-QTZ
1	Floodlight, 2000W
4	Light pole, 2 lite
2	Line splitter
3	String lights
8	Extension cord, 12/3 50'
5	Extension cord, 12/3 100'
1	G.F.I.
9	Barricade w/flash
12	Bed, rollaway 30"
1	Bed, rollaway 48"
4	Car seat, infant
11	Crib
4	Highchair
2	Playpen
3	Stroller
1	Cane, Aluminum
2	Cane, quad
2	Commode, chair
2	Table, overbed
3	Walker
7	Wheelchair, adult
1	Wheelchair, child

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarrro*

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: *William J. Otter*

TITLE: *ex v p*

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Bicycle, action bike
1	Bicycle, speed
1	Jogger, treadmill
1	Roller, massage
1	Rowing machine
2	Vibrator belt
2	Furnace, prop 60M Agri
3	Furnace, prop 170M Agri
2	Heat gun, elec.
1	Heater, prop 12M BTU
2	Heater, prop 22M BTU
5	Heater, prop 100M BTU
2	Heater, prop 150M FA
41	Heater, prop 250M BTU
1	Heater, camp 3M BTU
7	Heater, Kero 60M BTU
1	Heater, Kero 350M BTU
10	Heater, elec 1300W
1	Heater, elec Quartz
0	Propane tanks
8	Tank, propane 20 lb.
8	Tank, LP 20 N/C W/Heater
51	Tank, Propane 100 lb.
53	Tank, LP 100 N/C
1	Tank, prop manifold
2	Dehumidifier
1	Fan, box 21"
16	Fan, pedestal
2	Fan, 48"
3	Blower, carpet
2	Blower, insulation
1	Blower, snow
3	Aerator, hand
1	Aerator, power
1	Aerator, towable
4	Auger, gasoline 5HP
0	Bit, Auger 8"
1	Blower, leaf
4	Brush cutter, gas
1	Brush cutter, 30" sher
1	Bulb planter
4	Digging Bar
2	Edger, lawn gas

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. SarrroTITLE: Frank J. Sarrro, III Exec. V.P.IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATIONBY: William J. JollyTITLE: W J Jolly

TIDEWATER RENTAL CENTER

500 509 444 Schedule 04

EQUIPMENT LIST

QUANTITY

DESCRIPTION

2	Hedge trimmer, elec 16"
1	Hedge trimmer, elec 30"
1	Hedge trimmer, gas
2	Log splitter 26" 10HP
1	Loping shears
3	Mattock
7	Mower, 4HP
2	Grass catcher
2	Mower, mulching
1	Mower, self-prop 21"
1	Mower, sickle bar
1	Pick
1	Post driver
5	Post hole auger, 6"
1	Extension/hand auger
6	Post hole digger
1	Rake, bow
1	Scythe
8	Shovel
1	Sod cutter
1	Sprayer, pump tank
2	Spreader, drop
3	Spreader, broadcast
1	Spreader, broadcast towab
2	Spreader, seed
1	Spreader, towable 36"
1	Stretcher, wire
6	Thatcher, power rake
9	Tiller, 5HP
2	Tiller, rear tine S.P.
1	Vacuum, lawn gas
2	Weed Burner
6	Wheelbarrow
1	York rake 4'
2	Brick tongs
1	Concrete buggy, power
1	Brick splitter
7	Bull float
13	Bull float handles
2	Mixer, concrete elec.
4	Mixer, concrete gas

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarrro

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATION

BY: Walt Getty

TITLE: VP

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Edger, pole
0	Finishing tools
3	Edger, hand
4	Groover, hand
9	Trowel, hand finish
2	Trowel, hand magnes.
1	Hammer, mason
1	Hoe, mortar
1	Mixing Box
2	Mixer, mortar gas
1	Rake, asphalt
1	Trowel, pole
4	Trowel, power 36"
3	Vibrator, concrete 1 3/8
1	Vibrator, concrete 2"
1	Animal cage, travel
1	Animal trap, medium
1	Chimney cleaner, adj.
2	Chimney brush set
1	Flue brush, 6" round
1	Flue brush, 7" square
1	Flue brush, 8" round
1	Flue brush, 7" X 11"
1	Flue brush, 12" square
2	Flue brush, utility
2	Rods, ext. 30"
12	Rods, ext. 5'
1	Tape, fish 200'
2	Knee pads
1	Level, 48"
1	Measuring wheel
1	Metal detector
1	Refrigeration gauge
1	Regulator, helium
2	Suction cups (pair)
1	Tripod F/Trans. level
2	Level, transit
1	Rod F/Trans. level
8	Truck, appliance
1	Truck, appliance H.D.
5	Chain binders
25	Dolly, 4" swivel WH
1	Dolly, flat bed
1	Dolly, piano
2	Truck, hand

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarrro*

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: *Melba J. White*

TITLE: *VP*

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Truck, hand large
2	Johnson bar, 4000#
38	Moving pads
2	Ramps, loading (pair)
2	Trailer, loader
1	Trailer, Kubota
1	Trailer, Loader tilt
1	Trailer, roller
1	Trailer, Sod cutter
2	Trailer, trencher
7	Trailer, concrete
3	Hitch, bumper
1	Hitch, reese
2	Tow bar, frame type
1	Tow bar, bumper type
1	Tow dolly
2	Ball, trailer 2"
2	Ball, trailer 2 5/16"
1	Cotton candy machine
3	Deep fryer, elec.
1	Deep fryer, prop.
0	Helium tank, 291 cu. ft.
2	Hot dog steamer
1	Popcorn machine
2	Sno-cone machine
1	30" Dice wheel, w/Laydow
1	Raffle ticket drum
1	Felt craps layout
1	Felt blackjack layout
1	Felt roulette layout
2	Chafer, 4 qt. SS rnd
22	Chafer, 8 qt. SS
4	Chafer, 4 qt. SS
3	Chafer, 8 qt. S.P. Rnd.
2	Chafer, Lucite 2 tray
1	Chafer, Lucite 3 tray
3	Chafer, 4 qt. S.P.
2	Chafer, 8 qt. S.P. OB.
1	Chafer, 12 qt 3-sec ss/brs
1	Chafer, sp-2 sec. elec.
2	Chafer, 3 qt sp ob.
2	Chafer, 2 qt sp rnd
22	Pan, chafer 1/3 rnd size
15	Pan, Chafer 1/2 size
27	Pan, Chafer full size

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarrro, III

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: William J. Getty

TITLE: W J

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
517	Bread & butter, 6", cream
36	Creamer, cream
467	Cup, cream
342	Dinner plate, 10" cream
207	Fruit dish, cream
16	Gravy boat, cream
281	Luncheon, 9" cream
28	Platter, 9" oval cream
22	Platter, 12" oval cream
17	Platter, 14" oval cream
540	Salad/dessert, 7" cream
394	Saucer, cream
77	Salt & pepper sets, cream
243	Snack plate, 9" cream
204	Soup bowl, cream
41	Sugar bowl, cream
33	Vegetable bowl, cream
348	Bowl, cereal/soup cream
50	Bouillon cup, cream
71	Dinner plate, 10" white
144	Salad plate, 7" white
72	Cup, white
72	Mug, white
72	Saucer, white
10	Sugar bowl, white
10	Creamer, white
72	Bowl, soup/cereal white
20	Salt & pepper, white
5	Soup Tureen, white
0	China, crystal
72	Dinner plate, crystal
42	Cup, crystal
72	Saucer, crystal
72	Salad 8" crystal
72	Dessert 7" crystal
72	Mug, crystal
72	Bread/butter 6" crystal
4	Cofpot, 55 cup s.s.
3	Cofpot, 100 cup alum
8	Cof server, ther 32 oz
1	Samovar, s.s.
1	Cof server, sp 4 pc
2	Thermos, 5 gal
1	Cof. server, sp 5 piece
2	Cof. server, 50 cup s.p.

TRANS-AMERICAN LEASING CORPORATION
 BY: *Frank J. Sarrro, III*
 TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN
 ASSOCIATION
 BY: *William J. [Signature]*
 TITLE: *Asst. Mgr.*

TIDEWATER RENTAL CENTER

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
292	Fork, dinner s.s.
319	Knife, dinner s.s.
344	Fork, salad s.s.
396	Spoon, tea s.s.
217	Spoon, soup s.s.
62	Fork, cocktail s.s.
238	Spreader, butter s.s.
36	Knife, butter s.s.
34	Sugar shell, s.s.
8	Fork, service s.s.
24	Spoon, service s.s.
25	Ladle, sauce s.s.
2	Fork, carving s.s.
2	Knife, carving s.s.
55	Knife, steak
1	Spoon, iced tea s.s.
216	Fork, dinner s.p.
343	Knife, dinner s.p.
374	Fork, salad s.p.
382	Spoon, tea s.p.
73	Spoon, soup s.p.
30	Fork, cocktail s.p.
104	Spreader, butter s.p.
1	Sugar shell, s.p.
9	Fork, serving s.p.
10	Spoon, serving s.p.
2	Spoon, serving s.p. sltd
6	Spoon, serving s.p. 1/hnd
9	Dessert wedge, s.p.
2	Claw, service
1	Ladle, sauce s.p.
2	Fountain, 2 gal.
2	Fountain, 3 gal alum.
2	Fountain, 3 gal. s.s.
2	Fountain, 3 gal. ssgld
2	Fountain, 4 gal.
2	Punch bowl, 1dl/tray s.p.
2	Punch cup, s.p.
34	Punch bowl, 1dl glass
5	Punch cup, glass
373	

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarrro*

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: *Walter J. Utley*

TITLE: *W. J. P.*

509 449

Schedule 04

TIDEWATER RENTAL CENTER

EQUIPMENT LIST

QUANTITY

DESCRIPTION

24	Bowls, 8 oz.
377	Champagne/saucer
370	Champagne/tulip
72	Glass, irish coffee
153	Glass, on the rocks tem
130	Glass, cocktail stem
73	Glass, cordial stem
275	Glass, parfait 4 1/2
11	Glass, parfait flute 8 oz.
354	Glass, water goblet
84	Glass, wine 16 oz.
674	Glass, wine 8 oz.
143	Glass, wine 4 oz.
144	Glass, whiskey sour stem
47	Glass, pilsner
149	Glass, beer
55	Glass, sherbet
212	Glass, juice flat
571	Glass, hi-ball flat
490	Glass, old fashioned flat
63	Glass, shot
86	Glass, brandy
59	Ashtray
48	Candleholder, star
109	Candleholder, votive
55	Candleholder, conv.
10	Carafe, 1 ltr
49	Hurricane globe, 14"
4	Salt & peper set, crystal
17	Pitcher, 2 qt.
4	Cooler, super
2	Cooler, beer keg
4	Beer tub
4	Food carrier, cambro w/pa
1	Grill, towable prop 2' X 5'
1	Grill, towable char. 3' X 6'
2	Burner, elec (2)
3	Burner, propane
4	Chafer fork
4	Chafer ladle
4	Chafer spoon
19	Chafer spoon/slot
5	Charcoal pit, 2' X 5'

TRANS-AMERICAN LEASING CORPORATION

BY:

Frank J. Sarrro

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY:

F. William J. [unclear]

TITLE:

[unclear]

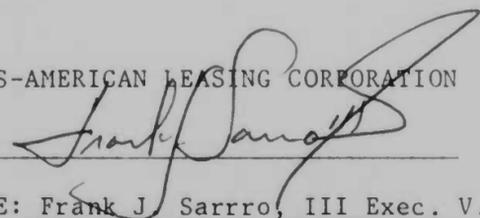
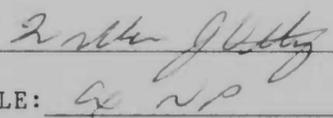
TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	Rotisserie
5	Grill, 2' X 5'
2	Clam steamer
1	Griddle, 30 propane
16	Tiki torches
24	Tiki torche poles
1	Bar, cambro
1	Bar, portable 4'
36	Basket, wicker small
4	Basket, wicker large
15	Bowl, clam acryl small
3	Bowl, clam acryl large
2	Bowl, lucite 18"
1	Bowl, dip lucite
1	cheese tray lucite duck
1	Tray, ser. fish lucite
2	Bowl, lucite 23"
1	Condoment, 3 sec. lucite
2	Cut brd lucite 18 X 24
1	Ice bucket, large
1	Ice chest, cambro
12	Ladle, large
1	Meat slicer
10	Spoon, serving large
5	Stock pot, 40 qt.
3	Stock pot, 60 qt.
2	Crab pot, 80 qt/basket
3	Stock pot/80qt w/o basket
20	Tongs, utility small
4	Tongs, utility medium
3	Tongs, utility large
0	Tray, lucite 23" rnd
12	Bus pan
12	Waiter stand
4	Waiter tray
2	Warming lamp/tray
1	Wok, electric

TRANS-AMERICAN LEASING CORPORATION

BY: TITLE: Frank J. Sarrro, III Exec. V.P.IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATIONBY: TITLE: Asst VP

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	Cake stand
2	Champagne bucket tbl
2	Butter, covered
4	Vegetable, covered
2	Ice bucket
6	Ladle, punch s.p.
4	Bowl, revere 4" shallow
1	Bowl, revere 8"
3	Bowl, revere 10"
1	Bowl, revere 15"
2	Tray, rec./gl. bowl
2	Sauce, boat/tray
2	Sauce warmer
1	Trays, silver bread
10	Tray, s.p. rnd. 15"
6	Tray, s.p. rnd. 14"
2	Tray, s.p. rnd. 12"
1	Tray, s.p. rnd. 8"
2	Tray, s.p. rnd. 20"
11	Tray, s.p. obl 18"
9	Tray, s.p. obl 29"
2	Trays, silver bread
1	Tray, s.p. gallery
1	Creamer, s.p.
1	Sugar bowl, s.p.
3	Coffee pot, s.p.
2	Tea pot, s.p.
12	Silver underliners
0	Tong, s.p.
1	Carpet, brown 9 X 12
0	Dancefloor 3' X 3'
12	Dancefloor, 3' X 6' (sec)
5	Screen, folding
4	Platform, 3 X 6 X 16 (sec)
1	Runner, 3' X 24' Red
2	Stair, 2 step 3 X 16
1	Skirting, pltfrm 15'
2	Bowl, s.s. 8 qt.
2	Bowl s.s. 13 qt.
2	Bowl, s.s. 30 qt.
1	Cake stand, s.s.
1	Pitcher, 2 qt. s.s.
22	Platter, s.s. 12"
2	Platter, s.s. 14"

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarrro, III

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: [Signature]

TITLE: [Signature]

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4	Platter, s.s. 16"
2	Platter, s.s. 21"
1	Tray, salmon
2	Server, cond. 3 sec.
3	Serv. 1z/su sauce
1	Serv. 1z/su 3 tier
9	Shrimp cocktail
3	Serv. deep/lid
2	Wine cooler, w/flr stn
652	Chair
50	Chair, chiavari w/cushion
24	Chair, conference
20	Chair, conference arm
8	Chair, toddler
244	Chair, white wooden
82	Table, 8' X 30"
21	Table, 6' X 30"
76	Table, 60" round
0	Table, 72" round
12	Table, 40" round
6	Table, 42" rd. wood
13	Table, 42" round mesh
12	Table, 48" rd. wood
10	Table, 31" X 31"
4	Table, serp. sec.
2	Table, toddler
5	Table top, lucite 8'
7	Table top, lucite 6'
1	Table, display
1	Canopy, 10' X 20' frame
3	Canopy, 20 X 20 y/w
1	Canopy, 20 X 20 frame y/w
1	Canopy, 20 X 30 frame y/w
1	Canopy, 20 X 40 frame y/w
1	Canopy, 20 X 20 frame white
1	Canopy, 20 X 30 frame white
1	Canopy, 20 X 40 frame white
2	Balloon lights (20' X 20')
4	Canopy side (white)
12	Umbrella, white table

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarrro IIITITLE: Frank J. Sarrro, III Exec. V.P.IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATIONBY: Rich JollyTITLE: asst

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Cake knife
36	Candle, permanent ea.
5	Candleabra, 3 arm, ea.
1	Candleabra, 5 arm, ea.
2	Candleabra, ea. brass 7 li
2	Candleabra, ea. 7 lt/fl
2	Candleabra, ea. spiral
2	Candleabra, unity
5	Aisle candle holders
2	Fern stands
4	Fern artificial
1	Gazebo
1	Kneeling bench, pr
1	Wedding arch brass
2	Trellis arch
1	Wedding arch, white
54	Breadbasket, red plaid
82	Bud vase, white
12	Candle holder, white
9	Votive, stemmed
15	Candle rings, holly
1	Candle snuffer
8	Coat rack
62	Coat hangers, wdn
500	Coat hanger, wire
2	Garland/flowers
2	Ice chest
1	Ice cream maker
4	Ice scoops
1	Mirror ball/motor
2	Pinspot, lamp
1	Regrigerator, 2 cu ft.
40	Salad bowls, wd/tone
2	Santa suit
2	Shower umbrella, lrg white
1	Shower umbrella, p blue
1	Shower umbrella, yellow
1	Shower umbrella, pink
6	Stanchion
5	Stan roping, 8' rd vel
1	Steamer, clothing

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarrro

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Walter J. Kelly

TITLE: VP

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
7	Party lites, 12' 7 lt
12	Wastebasket
1	Wishing well, lrg.
1	Wishing well, sm
5	Courtesy discount
7	Easel
1	Flipchart, w/chalkboard
1	Croquet set
7	Horseshoe set
2	Softball set
1	Volleyball set
2	Lantern, gas mantle
100	Lantern, gas mantle
23	Poles, pr (pkg) yellow
30	Poles, pr (pkg) blue
40	Poles, pr (pkg) green
21	Poles, pr (pkg) black
8	Bibs, skiing m-m
4	Bibs, skiing m-s
4	Bibs, skiing L-8
8	Bibs, skiing L-10
8	Bibs, skiing L-12
4	Bibs, skiing L-14
1	Ski rack, dynamic - S
1	Ski rack, dynamic - M
3	Ski rack, S-7
4	Ski rack, M-8
3	Ski rack, L-9
25	skis w/bindings 140CM
25	Skis w/bindings 150CM
25	Skis w/bindings 160CM
20	Skis w/bindings 170CM
10	Skis w/bindings 180CM
4	Boots, 290L
10	Boots, 305L
19	Boots, 315L
21	Boots, 325
20	Boots, 335
25	Boots, 345
20	Boots, 355
6	Boots, 360

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarrro, IIITITLE: Frank J. Sarrro, III Exec. V.P.IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATIONBY: Walter J. GattisTITLE: VP

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
25	Skis w/bindings 140CM pkg
25	Skis w/bindings 150CM pkg
25	Skis w/bindings 160CM pkg
20	Skis w/bindings 170CM pkg
10	Skis w/bindings 180CM pkg
4	Boots, 290L (pkg)
10	Boots, 305L (pkg)
19	Boots, 315L (pkg)
21	Boots, 325 (pkg)
20	Boots, 335 (pkg)
25	Boots, 345 (pkg)
20	Boots, 355 (pkg)
6	Boots, 360 (pkg)
1	Wrench, basin
1	Bender, conduit 1/2"
1	Bender, conduit 3/4"
1	Bender, conduit 1"
2	Bender, tube
1	Wrench, chain
1	Cutter, tube 1/8"-1"
3	Cutter, pipe 1/4"-2"
1	Cutter, pipe 2"-4"
1	Flaring tool
1	Lead pot kit
1	Tap die, 2"
3	Pipe die, ratchet
2	Pipe die, 3/8"
3	Pipe die, 1/2"
1	Pipe die, 3/4"
1	Pipe die, 1"
1	Pipe die, adj. 1"-2"
2	Pipe vise, tristan
1	Pipe wrench, 14"
3	Pipe wrench, 18"
2	Pipe wrench, 24"
3	Soil pipe cutter
2	Pipe wrench, 36"
1	Wrench, strap

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. SarrroTITLE: Frank J. Sarrro, III Exec. V.P.IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATIONBY: Robert J. GettyTITLE: VP

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
11	Pump, sub elec. 3/4"
2	Pump, elec 1 1/2"
7	Pump, elec sub 2"
1	Pump, fuel oil elec
5	Pump, cent gas 2"
2	Pump, cent gas 3"
5	Pump, diaph gas 3"
2	Pump, trash gas 3"
1	Pump, Vacuum refrig.
1	Pump, waterbed
3	Hose, disch 1 1/2X25
11	Hose, disch 2" X 50'
5	Hose, disch 3" X 50'
1	Hose, suct 1 1/2" X 20'
6	Hose, suct 2" X 15'
5	Hose, suct 3" X 15'
1	Hose, 300' reel towable
1	Switch, float
1	Hydrant, adaptor 2"
1	Hydrant, wrench
1	Hose nozzle, 2"
0	Jet pump assembly
2	Snake, drill 3/8" X 25'
1	Snake, toilet
2	Snake, hand 1/2" X 50'
1	Snake, elec 3/8" X 25'
1	Snake, elec 1/2" X 50'
1	Snake, elec 3/4" X 75'
1	Snake, elec 3/4" X 100'
2	Snake, elec sec cab 80'
23	Cable, 8' section
2	Pressure wash, 2150 lb ga
4	Line, 50' -2150 PSI
1	Wet sandblast attachment
1	Pressure wash, 500-2G hot
2	Pressure wash, 1000-3G ho
1	Steam cleaner
1	Steam cleaner, propane

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarrfo

TITLE: Frank J. Sarrfo, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Barbara J. Gattis

TITLE: Barbara J. Gattis

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	Belt sander, 4"
1	Engraver, elec.
2	Floor, edger
2	Floor, sander
1	Grinder, floor elec
2	Polisher, 7"
1	Sander/grinder, 4"
4	Sander/grinder, 9"
3	Sander, vibratory
2	Sander, speed block
2	Saw, band hand elec.
1	Saw, bow
1	Saw, carpenter hand
2	Chainsaw, elec 12"
1	Chainsaw, gas 14"
6	Chainsaw, gas 18"
1	Chainsaw, gas 24"
1	Saw, circular elec 8 1/4"
2	Saw, concrete floor
1	Saw, cut-off elec
5	Saw, cut-off gas
1	jigsaw
1	Saw, masonry (chop) gas
1	Mitre box w/saw
1	Mitre box, 10" elec
2	Saw, recip
2	Saw, table wet 10"
2	Saw, treetop
1	Saw, tub
1	Saw, crosscut two man
1	Saw, hole kit
143	Brace, diagonal
31	Caster, 8"
31	Catwalk, 7'
99	Frame, 4 1/2'
12	Frame, 5' narrow
4	Frame, 6'
0	Pins, stacking
8	Post gaurd, corner
0	Plates, foot
4	Rail, gaurd

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarrro

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: William J. White

TITLE: VP

TIDEWATER RENTAL CENTER

Schedule 04

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
6	Stems, adjustable
1	Plank, extension wd
1	Plank, aluminum 12'
1	Ladder, ext 24' fiberglass
2	Ladder, ext 24'
2	Ladder, ext 32'
2	Ladder, ext 40'
1	Ladder, adjustable
1	Ladder, step 6'
2	Ladder, step 8'
2	Ladder, step 10'
1	Ladder, trestle
3	Roller conveyor
1	Backhoe, load kubota <i>vizi.</i> 
1	Bobcat, M720
1	Bobcat, M700
3	Trencher, C99
3	Brake, aluminum 8'
2	Bolt cutter, small
3	Bolt cutter, 30"
2	Clamp, 6'
2	C-Clamp, 10"
1	Drum de-header
1	Trimmer, laminate
1	Puller, nail
1	Nibbler, metal 18 ga
1	Planer, elec 3"
1	Re-bar cutter, 5/8"
2	Router, elec
1	Tin snips
2	Torch cutting outfit
1	Welder, gas 150 amp
2	Helmet, welding

All machinery, equipment, and inventories, now owned or hereafter acquired, including proceeds and products thereof.

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarrro III*

TITLE: Frank J. Sarrro, III Exec. V.P.

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: *Robert J. Otter*

TITLE: *G. N. P.*

STATE OF MARYLAND

BOOK 509 PAGE 459

FINANCING STATEMENT FORM UCC-1

Identifying File No. 266544

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Brady's Excavating, Inc.

Address 314 Salisbury Road, Edgewater, MD 21037

2. SECURED PARTY

Name State Equipment, Division of SECORP NATIONAL INC.

Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Dresser, Model TD25G, Crawler Dozer, Serial Number 2199, with ROPS Cab, heater, defroster, sound suppression, pressurizer, 26" pads, sealed & Lubricated tracks, semi-U Blade with hydraulic tilt

Name and address of Assignee
DRESSER LEASING CORPORATION
3201 North Wolf Road
Franklin Park, IL 60131

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11/50

Mailed to Secured Party

X Russell Brady
(Signature of Debtor)

Russell Brady, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin & GM
Type or Print Above Signature on Above Line

2005 15

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): PERFORMANCE YACHTS, INC
Address: P.O. BOX 54
ANNAPOLIS, MARYLAND 21404

2. Name of Secured Party: THE ANNAPOLIS BANK AND TRUST COMPANY
Address: P.O. BOX 311
ANNAPOLIS, MARYLAND 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE \$1.00
POSTAGE .50
ANNAPOLIS CITY MD 21404
MAR 11 1987

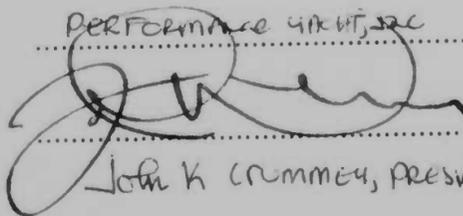
4. This Financing Statement covers the following types (or items) of property:
FINANCING STATEMENT ON EXPRESS 34 FOOT SAIL BOAT, HULL
IDENTIFICATION NUMBER IS AB9 3401-119 787

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

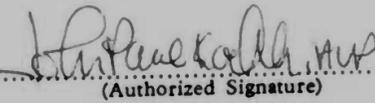
Mailed to Secured Party

Debtor(s):

Secured Party:

PERFORMANCE YACHTS, INC

John K. Crommey, President

ANNAPOLIS BANK AND TRUST COMPANY
(Type Name of Dealership)

By 
(Authorized Signature)

John Paul Keller
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11.50

(Over)

300A 509 PAGE 461

2005 13

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wayne Thieme
Address 5415 Brooks Wood Road, Lothian, MD 20711

RECORDING FEE 11.00
POSTAGE .50
TOTAL FILING FEE 11.50

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090, West Des Moines, IA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1 Oct 1991

4. This financing statement covers the following types (or items) of property: (list)

- 1. John Deere 4425 Combine, Serial #4425044274
- 1. John Deere 213 Platform Serial #H00213F615354

MD 11 87
TB

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Mailed to Secured Party

Wayne Thieme
(Signature of Debtor)

Wayne Thieme
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ronald T. Williams
(Signature of Secured Party)

Ronald T. Williams, Administrator
Type or Print Above Signature on Above Line

1150

BOOK 509 PAGE 462

200517

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility. 3955	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Plaza West Associates dba The Annapolis Hotel- Quality Royale 126 West Street Annapolis, Maryland 21401	2. Secured Party(ies) and address(es) UNVIERSAL COMMUNICATION SYSTEMS, INC. 1401 Municipal Rd., NW Roanoke, VA 24012	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 401204 6777 891 11:18 MAR 11 '87

7. This statement refers to original Financing Statement No. 257130 filed (date) 6/20/85 with Anne Arundel Co.
Liber 486, page 295

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
 F. Other

Private telephone communication equipment....

UNIVERSAL COMMUNICATION SYSTEMS, INC.
Dallas G. Jarrell, Vice President

By
Signature(s) of Debtor(s) (only on amendment)

By *Dallas G. Jarrell*
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101 STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

Mailed to Secured Party

BOOK 509 PAGE 453

2005 13

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input checked="" type="checkbox"/> Debtor is a Transmitting Utility. 3955-1	6. No. of Additional Sheets Presented.
1. Debtor(s) (Last Name First) and address(es) Plaza West Associates Limited Partnership d.b.a. Annapolis Hotel 126 West Street Annapolis, MD 21401	2. Secured Party(ies) and address(es) UNIVERSAL COMMUNICATION SYSTEMS, INC. 1401 Municipal Rd., NW Roanoke, VA 24012	3. For Filing Officer (Date, Time, Number, and Filing Office) FILING OFFICE FEE \$1.00 NOTARIAL \$1.50 STOP CITY MULTIPLE # 11 87

7. This statement refers to original Financing Statement No. 263412 filed (date) 8/20/86 with Anne Arundel Co.
book 502, page 42

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 ~~Termination~~ The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)
 F. Other

Private telephone communication equipment....

..... UNIVERSAL COMMUNICATION SYSTEMS, INC.
 Dallas G. Jarrell, Vice President
 By *Dallas G. Jarrell*
 Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies)

Mailed to Secured Party

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.
(Prepare in Duplicate)

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kitchen Display and Wholesale Center, Inc.
Address 1799 McGuckian Street; Annapolis, MD 21401

2. SECURED PARTY

Name WHIRLPOOL ACCEPTANCE CORPORATION
Address 8220 Wellmoor Court, Savage, MD 20763

3. ASSIGNEE OF SECURED PARTY

Name _____
Address _____

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following types (or items) of property: (list)

All inventory now owned or hereafter acquired, when such inventory has been financed by Whirlpool Acceptance Corporation, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing.

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

All proceeds resulting from sale or other disposition of the collateral are also covered including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

(Products of collateral are also covered)

BY: Melvin Wilde, pres.
Signature(s) of Debtor(s)
Melvin Wilde, President
Type or Print Above Signature on Above Line

BY: _____
Signature(s) of Debtor(s)
Type or Print Above Signature on Above Line

BY: Joseph Giannattasio 3/4/83
Signature(s) of Secured Party(ies)
Joseph Giannattasio, Branch Manager
Type or Print Above Name on Above Line

Original: Filing Officer
Duplicate: Branch Office File

11/50

Mailed to Secured Party

BOOK 509 PAGE 485

200539

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) Anne Arundel Diagnostic, Inc. 2501 Riva Road Annapolis, MD 21401	2. Secured Party(ies) and address(es) GENERAL ELECTRIC COMPANY MEDICAL SYSTEMS BUS. GROUP 9700 GEORGE PALMER HIGHWAY LANHAM, MD 20706	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 5.00 TOTAL 16.00 MAY 11 1987

7. This financing statement covers the following types (or items) of property
 DRF-400 Ultrasound Diasonics System
 Digital RF Processor
 Image Display

**The Equipment indicated is covered under a Masterline Lease agreement and the UCC filing therefore is being filed for public notice only. Recordation tax is not applicable.

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	<p><i>Anne Arundel Diagnostic, Inc.</i> <i>George A. Blair, Jr. CEO</i> Signature(s) of Debtor (Or Assignor)</p>	<p>GENERAL ELECTRIC COMPANY <i>Richard C. Parr</i> Signature(s) of Secured Party (Or Assignee)</p>
--	--	--

Mailed to Secured Party

206551

BOOK 509 PAGE 468

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Anne Arundel Diagnostic, Inc. 2501 Riva Road Annapolis, MD 21401	2 Secured Party(ies) and address(es) GENERAL ELECTRIC COMPANY MEDICAL SYSTEMS BUS. GROUP 9700 GEORGE PALMER HIGHWAY LANHAM, MD 20706	3 For Filing Officer (Date, Time, Number, and

7 This financing statement covers the following types (or items) of property

D5305 Mammo Diagnost Philips U-M
D5303Q Footswitch
D5303N Grid Kit

RECORD FEE 12.00
POSTAGE .50

**The Equipment indicated is covered under a Masterline Lease agreement and the UCC filing therefore is being filed for public notice only. Recordation tax is not applicable.

Products of Collateral are also covered

Whichever is Applicable (See Instruction Number 9)	<p><i>Anne Arundel Diagnostic, Inc.</i> <i>George A. Blau</i> CFO Signature(s) of Debtor (Or Assignor)</p>	<p>.....GENERAL ELECTRIC COMPANY..... RICHARD C. PFARR..... <i>Richard C. Pfarr</i>..... Signature(s) of Secured Party (Or Assignee)</p>
--	--	--

Mailed to Secured Party

Clerk of the Circuit Court of Anne Arundel County
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 493

Page No. 356

Identification No. 259892

Dated January 8, 1986

1. Debtor(s) { Leonard J. Attman
Gary L. Attman
Name or Names—Print or Type
7779 New York Lane, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

2. Secured Party { Erwin L. Greenberg, Herbert B. Mittenthal
Mark B. Laken, Charles H. Mazziott
Name or Names—Print or Type
Suite 606, Inner Harbor Center, 400 E. Pratt Street
Address—Street No., City - County State Zip Code
Baltimore, Maryland 21202

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

[Signature]
Erwin L. Greenberg

[Signature]
Herbert M. Mittenthal

[Signature]
Mark B. Laken

Dated: 2-13-87

[Signature]
Name of Secured Party
Charles M. Mazziott
Signature of Secured Party

Type or Print (Include Title if Company)
-Secured Parties-

After Recording please return this instrument to
Robert M. Ercole, Esquire, Frank, Bernstein, Conaway &
Goldman, 300 East Lombard Street, Baltimore, MD 21202

Mailed to Secured Party

10

BOOK 509 PAGE 458

200502

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) Anne Arundel Diagnostics, Inc. Franklin & Cathedral Sts. Annapolis, MD 20101	2. Secured Party(ies) and address(es) GENERAL ELECTRIC COMPANY MEDICAL SYSTEMS BUS. GROUP 9700 GEORGE PALMER HWY. LANHAM, MD 20706	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 1.50 TOTAL \$12.50 MAY 11 1981 TB

7. This financing statement covers the following types (or items) of property

Qty	Cat. #	Description
1	S0911CA	MPX 80 Remote PH 5 60HZ
1	S0926AD	Televis Subsystem 60HZ84
1	S0930HE	L505 for TVX 60HZ 84 TRF
1	G9041DA	Group MVCH-Left Hand
1	A8420AD	Quantamat Bucky Detector
1	R4951AB	48-4/100 .6-1.25 12.5/SA

**THE EQUIPMENT INDICATED IS COVERED UNDER A LEASELINE AGREEMENT AND THE UCC FILING THEREFORE IS BEING FILED FOR PUBLIC NOTICE ONLY. RECORDATION TAX IS NOT APPLICABLE.

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Anne Arundel Diagnostics, Inc. <i>George A. Blair</i> CFO Signature(s) of Debtor (Or Assignor)	GENERAL ELECTRIC COMPANY RICHARD C. PEARR <i>Richard C. Pearr</i> Signature(s) of Secured Party (Or Assignee)
--	--	--

Mailed to Secured Party

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

Exempt transaction
Seller financing

FINANCING STATEMENT

James M. Eder and Patricia H. Eder, his wife

1. Debtor(s):

Name or Names—Print or Type
3711 Oak Falls Way, Baltimore, Maryland 21236
Address—Street No., City - County State Zip Code

Music House, Inc., a body corporate

Name or Names—Print or Type
360 Harundale Mall, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

2. Secured Party:
(Seller)

Robert P. Gould
Name or Names—Print or Type
18 Glen Alpine Road, Phoenix, Md. 21131
Address—Street No., City - County State Zip Code

- 3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All assets now held by Debtor and/or hereafter acquired by Debtor, including automobiles, trucks, furniture, fixtures, equipment, inventory, machinery, stock in trade, choses in action, accounts receivable, contract rights, and all books, records and documents pertaining thereto.
- 4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

Debtor(s): By James M. Eder Secured Party:
Robert P. Gould, President

James M. Eder
(Signature of Debtor)

James M. Eder

Type or Print

Patricia H. Eder
(Signature of Debtor)

Patricia H. Eder

Type or Print

Robert P. Gould
(Signature of Secured Party)

Robert P. Gould

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Waldman, Grossfeld and Appel
2525 Mountain Road
Lucas Bros. Form F-1 Pasadena, Maryland 21122

For value received, the within Financing Statement and the debt secured thereby are hereby assigned, with full recourse, to

Mailed to Secured Party

1350

RECORDED
INDEXED
MAY 11 1957
TB

BOOK 509 PAGE 470

206551

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
CLUTE, Bennett
c/o HEERINGTON HARBOUR MARINA
RT 261
Friendship, MD 20758

2. Secured Party(ies) and address(es)
FIRST COMMERCIAL CORPORATION
SOUTHEAST
910 SE 17 St., Suite 200
Ft Lauderdale, FL 33316

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
FILING FEE 50
TOTAL FEE 61.00
MAR 11 1987

4. This financing statement covers the following types (or items) of property:
1977 45' DOWN EASTER KETCH HULL SERIAL # AAY00030377-451
Official # 586274 with one 1977 (Rebuilt 1985) 55 hp diesel
engine Serial # 23611169333L

5. Assignee(s) of Secured Party and Address(es)

SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

3/12/87

HOME ANCHORAGE: ABOVE ADDRESS

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arnold

BENNETT CLUTE

FIRST COMMERCIAL CORPORATION SOUTHEAST

By: [Signature]
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
B/R Instrument Corporation <small>(Name)</small>	THE FIRST NATIONAL BANK OF MARYLAND
P.O. Box 7 <small>(Address)</small>	Attn: Cathy Lewis <small>(Name of Loan Officer)</small>
Pasadena, Maryland 21122	18 West Street <small>(Address)</small> Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

(1) all of the Debtor's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Debtor, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory; (3) all of Debtor's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

RECORD FEE 11.00
 POSTAGE 30
 15737 3777 001 111237
 APR 11 87
 TD

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate. **Mailed to Secured Party**

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
B/R Instrument Corporation (Seal)	(Seal)
<i>Roger R. Roark</i> (Seal)	(Seal)
<small>(Signature)</small> Roger R. Roark, President	<small>(Signature)</small>
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

11/10

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
B/R Instrument Corporation	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: Cathy Lewis
P.O. Box 7	18 West Street
(Address)	(Name of Loan Officer)
Pasadena, Maryland 21122	Annapolis, Maryland 21401
(Address)	(Address)

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

A/R ONLY

(1) all of Debtor's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all OF Debtor's other assets, specifically including (but not limited to) inventory and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk. Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
B/R Instrument Corporation (Seal)	(Seal)
<i>Roger R. Roark</i> (Seal)	(Seal)
(Signature)	(Signature)
Roger R. Roark, President	(Print or Type Name)
(Print or Type Name)	(Print or Type Name)

1150

Mailed to

MAR 11 87 TB

BOOK 509 FILE 473

200507

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record: Land } Liber 472 Folio 294 File No. 251654
 Financing Statement } Date of Financing Statement April 13, 1984

DEBTOR (OR ASSIGNOR)

Name Address
B/R Instrument Corporation P.O. Box 7
Pasadena, MD 21122

RECORD FEE 10.00
POSTAGE .50
TOTAL CITY BAL 11.50

SECURED PARTY (OR ASSIGNEE)

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

APR 13 1987
TB

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL
BANK OF MARYLAND

Dated: February 18, 1987. By Donna J. Heune
Secured Party (or Assignee)

~~Mail to: The Farmers National Bank of Maryland
5 Church Circle
Annapolis, Maryland~~

PLEASE RETURN TO : FIRST NATIONAL BANK OF MARYLAND
18 West Street
Annapolis, Md. 21401

10-18

Mailed to Secured Party

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 40,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Baltimore & Annapolis Railroad Co., Inc.	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn Catherine T. Lewis
Camp Meade & Maple Road	(Name of Loan Officer)
(Address)	18 West Street
Linthicum, Maryland 21090	(Address)
	Annapolis, Maryland 21401

1 This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

1987 JCB 1400B Backhoe Serial #321710

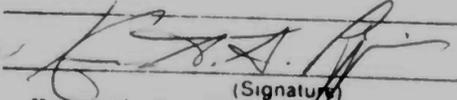
RECORD FEE 11.00
 RECORD TAX 55.00
 FILING FEE .30
 MARYLAND CIVIL AND CRIMINAL JUSTICE
 200 11 37

TB

2 The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor

- 3 Products of the collateral are also specifically covered
- 4 Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
	
(Seal)	(Seal)
	
(Seal)	(Seal)
(Signature)	(Signature)
Kenneth A. Pippin, President	
(Print or Type Name)	(Print or Type Name)

Handwritten scribbles and initials at the bottom center.

Mailed to Secured Party

SOVRAN BANK N.A.

NOT SUBJECT TO RECORDATION TAX
PRINT OR TYPE ALL INFORMATION

Financing Statement
509 475
200500

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF ANNE ARUNDEL Co)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.
Severn Companies, Inc.
410 Severn Avenue Suite 404
Annapolis, Maryland 21403

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party
Sovran Bank, N.A.
Commercial Loans Suite 640
8300 Greensboro Drive
McLean, Virginia 22102

Name & address of Assignee
Mailed to Secured Party

Date of maturity if less than five years

- Proceeds of collateral are covered
- Products of collateral are covered

Description of collateral covered by original financing statement
each and every account, receivable, contract right, lease, chattel paper, and other rights of the Debtor to the payment of money, of every nature, type and description, whether now owing to the Debtor or hereafter arising, and all monies and other proceeds (cash or non-cash) including returned goods now or hereafter to grow due thereon, whether now owned or hereafter acquired, including without limitation the following: U.S. Airforce contract #F19630-87-D-0003, Air

Force Computer Acquisition Center Dated December 23, 1986 including all amendments, modifications, and additions.

Describe Real Estate if applicable:

Severn Companies, Inc.
Signature of Debtor if applicable (Date)

Jack R. Steere, President

[Handwritten Signature]
2/18/87

Sovran Bank, N.A.
Signature of Secured Party (if applicable) (Date)

Michael B. Saylor, CAE

1190

STATE OF MARYLAND

Baltimore City

BOOK 509 PAGE 470

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 516417

RECORDED IN LIBER 413 FOLIO 249 ON Sept 11, 1986 (DATE)

1. DEBTOR

Name Mr. Goodbuys Corporation

Address 6000 Condonia Mall, Baltimore, MD 21206

2. SECURED PARTY

Name EMERSON QUIET KOOL CORPORATION

Address 400 Woodbine Avenue Woodbridge, New Jersey 07095

Person And Address To Whom Statement Is To Be Returned If Different From Above.

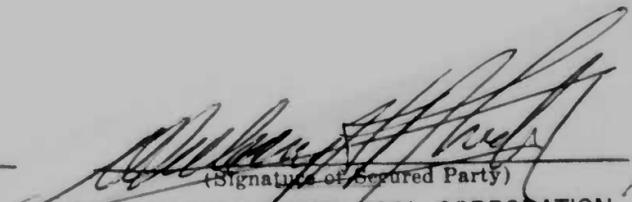
3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: center;">RETURN TO DEBTOR'S ATTORNEY</p> <p style="text-align: right;">Birrane, Harlan & Sharretts Jefferson Building - 9th Floor 2 East Fayette Street Baltimore, Maryland 21202</p>	

Mailed to Secured Party

Dated _____


 (Signature of Secured Party)
 EMERSON QUIET KOOL CORPORATION
 Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 509 FILE 477

FINANCING STATEMENT FORM UCC-1

Identifying File No. 206580

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 1/30/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CUNNINGHAM SAND & GRAVEL INC

Address Box 1073, Crownsville, MD 21032

2. SECURED PARTY

Name SMITHCO LEASING INC

Address 2001 State Road, Camp Hill, PA 17011

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) new Eagle double 44" x 32' fine material washer, S/N 12790

LEASE #12189

Name and address of Assignee

To record a lease only with title to be retained by Smithco Leasing, Inc

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CUNNINGHAM SAND & GRAVEL INC

SMITHCO LEASING INC

BY: [Signature]
(Signature of Debtor)

JAMES E. CUNNINGHAM
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

By: [Signature]
(Signature of Secured Party)

R. H. Folk, Vice President

Type or Print Above Signature on Above Line

1152

REGISTRATION FEE 11.00
DATE 1/30/87
TB

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 509 PAGE 478
Identifying File No. 206501

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 1/21/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RED'S DOVE INC.
Address 2729 Solomons Island Road, Edgewater, MD 21037

2. SECURED PARTY

Name SMITHCO LEASING, INC.
Address 2001 State Road, Camp Hill, PA 17011

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Two (2) new Terex Scrapers, Models No. TS-14B, Serial Numbers 73227 and 73228.

To record a lease only with title to be retained by Smithco Leasing, Inc.

Lease #12187

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50
MAY 25 1987
MAR 11 1987
TB

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RED'S DOVE, INC.

By: James D. Steinberg
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SMITHCO LEASING, INC.

R.H. Folk
(Signature of Secured Party)

R.H. Folk, Vice President

Type or Print Above Signature on Above Line

206502

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: McCracken, Inc.
(Name or Names—Last Name First)
601 Route 3 South, Millersville, Maryland 21108
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:
1979 Case 580C Backhoe, with an extended hoe - serial # 8987657

RECORDING FEE 12.00
POSTAGE .50
TOTAL DUES PAID 12.50

FEB 11 1987

TB

4. Proceeds of collateral are covered hereunder: YES NO
5. Products of collateral are covered hereunder: YES NO
6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
7. The principal amount of the debt initially incurred is: \$ 15,000.00
Fifteen thousand dollars and no cents

8. Filed with: Clerk of the Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 27th day of February, 19 87

DEBTOR:

SECURED PARTY:

McCracken Inc
By: Joseph J. McCracken, Pres.
(Title)

THE BANK OF GLEN BURNIE
By: Anthony A. Abel
Assistant Vice President (Title)

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

1052

Mailed to Secured Party

BOOK 509 PAGE 450

200575

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

James R. Batchelor T/A
Batchelor Excavating
111 Maryland Avenue
Edgewater, MD 21037
M-30985

(2) Secured Party(ies) (Name(s) And Address(es))

ALBAN TRACTOR CO INC
P O BOX 9595
BALTIMORE, MD 21237

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

For Filing Officer

[Signature]

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #D3 Tractor S/N 27Y04551
(Anne Arundel Co.)

XX Products of the Collateral Are Also Covered.

NOT SUBJECT TO RECORDATION TAX

(6) Signatures: Debtor(s)

James R. Batchelor T/A Batchelor Excavating

(By)

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Numerical

12 50

Secured Party(ies) [or Assignees]

ALBAN TRACTOR CO INC

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

200076

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Custom Transport, Inc.
(Name or Names)
P.O. Box 450, 7460 Conowingo Avenue, Jessup, Maryland 20794
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Northfield Federal Savings
(Name or Names)
1844 E. Joppa Road, Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Sharp, Model 600 Facsimile Machine

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
Custom Transport, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Edward E. Garber, Jr. (Title) By: Brian G. Connolly (Title) Mgr.
Edward E. Garber, Jr. Brian G. Connolly
(Type or print name of person signing) (Type or print name of person signing)
By: (Title) Return to:
(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

Mailed to Secured Party

11/50

10.50

BOOK 509 FILE 482

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 264533 recorded in Liber 504 Folio 505 on 10/28/86 at Anne Arundel County

1. DEBTOR(S) Stuart Distributing Company, Inc. T/A Marvin's Sport City
 ADDRESS(ES) Glen Burnie Mall
Room 225
Glen Burnie, Maryland 21061

2. SECURED PARTY: MARYLAND NATIONAL BANK ATTENTION: LDRU
 ADDRESS: MAILSTOP 022801 Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a. Not subject to Recordation Tax.
 b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7. RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Change of name:
Stuart Industries, Inc.
T/A Marvin's Sport City

DEBTOR(S) Stuart Industries, Inc.
T/A Marvin's Sport City
BY: [Signature] (SEAL)
Edward J. Weihs, Jr., President
BY: _____ (SEAL)

SECURED PARTY: Maryland National Bank
BY: [Signature] (SEAL)
Carol J. Carty, Assistant Vice President

207-126 REV. 4-86

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

1050

Mailed to Secured Party

4466231-0001

206577

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>TWYO, INC.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>STEAMBOAT LANDING RESTAURANT</u>	<u>Attn LINDA SNELL</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>4851 RIVERSIDE DRIVE</u>	<u>14700 MAIN STREET, P.O. BOX 60</u>
<small>(Address)</small>	<small>(Address)</small>
<u>GALESVILLE, MARYLAND</u>	<u>UPPER MARLBORO MARYLAND 20772</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

SEE ATTACHED ADDENDUM

RECORDATION FEE 12.00
 PRESTAGE .50
 REGISTERED MAIL 113.51
 APR 11 87



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<small>(Seal)</small>	<small>(Seal)</small>
<u>James C. Francis</u>	_____
<small>(Signature)</small>	<small>(Signature)</small>
<u>JAMES E. FRANCIS PRES. & SECY</u>	_____
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

1050

STEAMBOAT LANDING

BOOK 509 PAGE 484

EQUIPMENT LIST

12/86

ITEM	MANUFACTURER	MODEL #	SERIAL #
1. 1 Coffeemaker	Bunn	VPS	245774
1 Coffeemaker	Bunn	VPS	245779
2. 2 Bar Blenders	Waring		33BL78/WB-3
3. 1 Cash Register	Casio		2114ER
4. 2 Glasswashers	GB-CB		
5. 1 Credit Card Machine	NBS		925
6. 1 Cash Register	NCR	5407/21	14172515
7. 1 Ceiling Fan	Casablanca		
8. 1 Large Window Fan	Montgomery Ward		
9. 1 Freezer / Reach-in	Raeton		WD-621
10. 2 Ice Machines	Whirlpool	CFCB6E	P93010814
11. 1 Deep Fryer	Pitco	859463986 CLP	
1 Deep Fryer	Pitco	859463986 CLP	
12. 1 Microwave	Sharp Commercial	R22AP	03360
13. 1 Range	Vulcan	36L77R	8481310
14. 1 Double Steamer	Cleveland	2DG-24	0428319
15. 1 Time Clock	Acropoint	1 SOAP-3	73187AC
16. 1 S/S Steel Sink	Eagle		HSA 10F
17. 1 Plate Warmer	Wyott	220163	83-2-22
1 Plate Warmer	Wyott	220403	83-2-22
18. 1 Food Processor	Cuisinart	C5347797	
19. 1 Kitchen Aid	Hobart	K555	
20. 1 Foodwarmer	Bunn	564	2564
21. 1 Lrg. Refrigerator	Jordan	ATP-5-9	F-3998083E
22. 1 Lrg. S/S Sink (3'x2'x4')			314-16-2
23. 1 Sm. Refrigerator	Star Metal	RS-6	CC 284618
1 Sm. Refrigerator	Star Metal	RS-6	CC 284622
24. 1 Lrg. S/S Table (30x36x36)	Eagle	T-3036	E
1 Lrg. S/S Table (30x36x36)	Eagle	T-3036	EB
25. 1 Lrg. S/S Dishwashing Sink	Eagle	Custom-made	
26. 1 Lrg. S/S Rectangular Table	Eagle	Custom-made	CDTL-78-78
27. 2 S/S Dish Tables	Eagle	Custom-made	CDT-30x42-LN
28. 1 Dishwasher	Auto-Chlor	A-5	C5528
29. 1 Lrg. Broiler	Vulcan	7844-L	83E-711
30. 1 Convection Oven	Vulcan	SG2SNT	8421095

CERTIFIED:

2/10/87

James W. Reed V.P.
Jamie E. Hanson Pres.
 TWYO INC.

Mailed to Secured Party

BOOK 509 FILE 485

206573

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. LESSEE (Last Name First) and Address(es):
Aeronautical Radio, Inc.
(ARNIC)
2551 Riva Road
Annapolis, MD 21401

2. LESSOR Name(s) and Address(es):
Diamond Leasing (Mitsubishi)
Apple Hill, Suite 205
Natick, MA 01760

3. The Debtor is a transmitting utility.

4. For Filing Officer Date Time No. Filing Office:
RECORDED FEE 11.00
151297 1177 401 11:55
MAR 11 87

5. This Financing Statement covers the following types (or items) of property:
2 Compaq DeskPro 386 Computer serial 2590, 2591, 2592, 2593
3 G-Net Cards serial T414, T413, T415
1 286 Novell O.S. serial 17087
1 Novell 96-G Upgrade serial 0417

6. Assignee(s) of Secured Party and Address(es):

7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner:

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					

Aeronautical Radio, Inc (ARNIC) T.R. Lawson Director By T.R. Lawson Diamond Leasing (Mitsubishi)
 Signature(s) of Debtor(s) Purchases & Contracts Signature(s) of Secured Party(ies)
 (1) Filing Officer Copy - Numerical (Required only if Item 10 is checked.)
 (3-83) STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code Maturity date (if any):

FOR OFFICE USE ONLY

BOOK 509 PAGE 486

200573

Debtor(s) Name (Last Name, First) Complete Address
 Physical Therapy & Sports Fitness
 200 Hospital Drive Suite 205
 Glen Burnie, MD 21061

Maturity date (if any):

FOR OFFICE USE ONLY

Secured Party(ies) and Complete Address
 T.O.P.
 1051 County Line Road Suite 101
 Huntingdon Valley, PA

RECORD FEE 11.00
 4315 5777 807 11:413
 APR 11 87

Assignee(s) of Secured Party and Complete Address
 First Peoples Bank
 Box 300
 Westmont, NJ 08108



This financing statement covers the following types (or items) of property:

Filed for notice purposes only. Not intended to create a security interest. Equipment is covered by lease dated _____ between Debtor(Lessee) and Secured Party (Lessor). Equipment is located at: 200 Hospital Drive Glen Burnie, MD 21061

When collateral is crops or fixtures complete this portion of form.

a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

Mailed to Secured Party

a. Proceeds of Collateral are also covered. b. Products of Collateral are also covered. No. of additional sheets presented. ()

Filed with Register of Deeds and Mortgages of _____ County. Secretary of State

Filed with the County Clerk of _____ County.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s)

X Robert H. Wade, U.P.

John Wiegand

FILING OFFICER COPY — This form of statement is approved by the Secretary of State of New Jersey.

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1. (Rev. 9/81)

BOOK 509 PAGE 487

266500

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)
John E. Dant, III
734 Washington Blvd
Baltimore, MD 21227

2 Secured Party(ies) Name(s) and Address(es)
Green Tree Acceptance, Inc.
P.O. Box 4488
Woodbridge, Virginia 22194

3 The Debtor is a transmitting utility

4 For Filing Officer: Date Time No Filing Office

5 This Financing Statement covers the following type(s) for item(s) of property
1984 Imperial 14 x 56 Serial #84422 "and including all furniture, fixtures, appliances, and appurtances therein and thereto; including but not limited to those items specified on the manufacturer's invoice and/or purchase agreement and/or retail

6 Assigner(s) of Secured Party and Address(es)
11441A
MAR 11 87

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate in Item 8)

8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11 It appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).					

By John E. Dant, III Signature(s) of Debtor(s)

By Green Tree Acceptance, Inc. Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(3/83) (1) FILING OFFICER COPY—NUMERICAL
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania



Mailed to Secured Party

STATE OF MARYLAND

BOOK 509 PAGE 488

FINANCING STATEMENT FORM UCC-1

Identifying File No. 206591

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carl Crawford, dba Jessica's Donuts, T/A Dunkin Donuts
Address 605 Ritchie Highway Severna Park, Maryland 21147

2. SECURED PARTY

Name MAROX LEASING COMPANY
Address P.O. Box 463
Joppa, Maryland

RECORD FEE 13.00
POSTAGE .30
MAY 11 1987

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

2 - Sweda Electronic Cash Registers, Model 2855, S/N 5008835, 5008836



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

13-50

Handwritten signature of Carl Crawford

Carl Crawford
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Handwritten signature of Louise E. Neutze

(Signature of Secured Party)

LOUISE E. NEUTZE

Type or Print Above Signature on Above Line

7

208593

MARYLAND FINANCING STATEMENT

BOOK 509 PAGE 480

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE District Court of Maryland/Headquarters
(Name or Names)
District Court Building-3rd. Floor, Rowe Blvd. & Taylor Ave., Annapolis, Md. 21401
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Baltimore Federal Financial, F.S.A.
(Name or Names)
P.O. Box 116, Baltimore, Maryland 21203
(Address)

4. This financing Statement covers the following types (or items) of property:

- 1-Sharp FO 3100 Facsimile Machine
21-Sharp FO 600 Facsimile Machines

RECORD FEE 11.00
POSTAGE .50
#37312 CTTM 11/12/87
NOV 11 87



5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
District Court of Maryland/Headquarters CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Margaret Kostitsky (Title) By: Brian G. Connelly (Title)
Margaret Kostitsky, Chief Clerk Brian G. Connelly
(Type or print name of person signing) (Type or print name of person signing)
By: Return to:
(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11.50

SCHEDULE A

BOOK 509 PAGE 400

Attached to and made a part hereof Equipment Lease No. BFED 560
 dated January 7, 1987.

<u>Quantity</u>	<u>Description</u>	<u>Location</u>
1	Sharp "3100" Facsimile	Rowe Blvd. & Taylor Ave., Annapolis, Md. 21401
1	Sharp "600" Facsimile	Rowe Blvd. & Taylor Ave., Annapolis, Md. 21401
1	" "	5800 Wabash Ave., Baltimore, Md. 21215
1	" "	500 E. Baltimore St., Baltimore, Md. 21202
1	" "	Fayette & Gay Sts., Baltimore, Md. 21215
1	" "	Ostend & Patapsco Sts., Baltimore, Md. 21230
1	" "	Font Hill & Hurley Sts., Baltimore, Md. 21223
1	" "	111 Allegheny Ave., Towson, Md. 21204
1	" "	900 Walker Ave., Catonsville, Md. 21228
1	" "	8914 Kelso Dr., Essex, Md. 21221
1	" "	100 W. Center Pl., Dundalk, Md. 21222
1	" "	110 Painters Mill Rd., Owings Mills, Md. 21117
1	" "	27 Courthouse Square, Rockville, Md. 20850
1	" "	801 Sligo Ave., Silver Spring, Md. 20910
1	" "	Courthouse, E. Charles St., LaPlata, Md. 20646
1	" "	170 E. Main St., Elkton, Md. 21921
1	" "	Government Office Bldg., Salisbury, Md. 21801
1	" "	100 W. Patrick St., Frederick, Md. 21701
1	" "	55 N. Court St., Westminster, Md. 21157
1	" "	2 S. Bond St., Bel Air, Md. 21014
1	" "	59 Prospect Sq., Cumberland, Md. 21502
1	" "	7500 Ritchie Hwy., Glen Burnie, Md. 21061

Mailed to Secured Party

Approved and agreed to this 7th day of January, 1987

Lessee: District Court of Maryland/Hdqtrs. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: Margaret Kestutis By: Brian G. Connelly

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

BOOK 509 PAGE 411
200553

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Recuperation, Inc. T/A Arundel Feeds
3016 A Solomons Island Road, Edgewater, Maryland 21037
(Name or Names)
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Northfield Federal Savings
Of LESSOR 1844 E. Joppa Road, Baltimore, Maryland 21234
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Hyster, Model H35 X L Forklift, 130" Std. Upright, Side Shifter, 42" Forks, Propane Powered

RECORD FEE 12.00
POSTAGE .50
TOTAL DUES 12.50



5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE
Recuperation, Inc. T/A Arundel Feeds
By: Joseph S. Hayes Sec. (Title)
(Type or print name of person signing)
By: _____ (Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Mgr. (Title)
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

12/30

Mailed to Secured Party

BOOK 509 PAGE 492

000001

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use		
File No.	
Date &	
Hour	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any) February 27, 1991

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
JANE LIQUOR COMPANY, INC.				
SE BEK OH				
KYUNG SOO OH				

Name of Secured Party or assignee	No.	Street	City	State
LEE'S LIQUOR COMPANY, INC., c/o Joo Chan Lee		8041 Winding Wood Rd. #4	Glen Burnie	MD 21061

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

LOCATION OF COLLATERAL: 12 Aquahart Road, Glen Burnie, Maryland 21061
Aquahart Liquors

After Recording Return to:
SHRYOCK & POFF
Suite 205
9430 Lanham - Severn Road
Seabrook, Maryland 20786

RETURN TO:



All of the Debtor's accounts receivable and contract rights now existing or hereafter acquired, including any obligation to Debtor for payment for goods sold or leased or services rendered; all policies and certificates of insurance, deposits, cash or other property owned by the Debtor or in which Debtor has an interest and which evidence any obligation to Debtor for payment of goods sold or leased or services rendered all of which arise out of the management of the business known presently as Aquahart Liquors which may now or hereafter be in the possession of the Debtor whether now existing or hereafter acquired; all of the licenses, goodwill, leasehold interest, supplies, goods, inventory now owned or hereafter acquired, all equipment, parts, appliances, accessions and appurtenances now or hereafter owned, acquired or placed thereon, all of which shall constitute a component part of the collateral.
(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner).....

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.....

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ *is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is.....

Debtor(s) or assignor(s)
JANE LIQUOR COMPANY, INC.
BY: SE BEK OH President (Seal)
LEE'S LIQUOR COMPANY, INC. (Corporate, Trade or Firm Name)
BY: Joo Chan Lee Signature of Secured Party or Assignee
JOO CHAN LEE, President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

(Type or print name under signature)
KYUNG SOO OH

1350

Mailed to Secured Party

BOOK 509 PAGE 493

200000

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Trac Excavators Incorporated Rt 2, Box 395C Stevensville, MD 21666 M-30781A Machine located in Annapolis, MD	(2) Secured Party(ies) (Name(s) and Address(es)) Alban Tractor Co., Inc. P. O. Box 9595 Baltimore, MD 21237	RECORD FEE 11.00 FILING FEE 1.00 TOTAL FEE 12.00 NOV 11 1997 CR CLERK
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	

(5) This Financing Statement Covers the Following types [or items] of property.
One (1) Used Caterpillar Model # ~~MSKKE~~ D5B LGP Track Type Tractor S/N 46X874

(NOT SUBJECT TO RECORDATION TAX)

(ANNE ARUNDEL CO)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) Trac Excavators Incorporated John F. Baylors, Pres (By) John F. Baylors Standard Form Approved by N.C. Sec. of State and other states shown above. 11/50	Secured Party(ies) [or Assignees] Alban Tractor Co., Inc. (By) <i>[Signature]</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)
---	---

(1) Filing Officer Copy - Numerical

UCC-1

Mailed to Secured Party

BOOK 509 PAGE 494

206586

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>LESSEE STANLEY ENGINEERING COMPANY, INC. 108 Penrod Building #5 Glen Burnie, MD 21061</p>	<p>2 Secured Party(ies) and address(es)</p> <p>LESSOR HELLER FINANCIAL, INC. 200 N. LaSalle St. Chicago, IL 60601</p>	<p>3 Maturity date (if any)</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECEIVED FEB 11 11:30 AM '87 POSTAL SERVICE BOSTON, MASS 02113 TB</p>
<p>4 This financing statement covers the following type(s) of property</p> <p>All of the goods, equipment, inventory and fixtures now or hereafter leased by Lessor to Lessee including without limitation the following; One Okuma LB-15 w/chip conveyor, ATS Collet chuck and all standard accessories, and all accessions, additions, substitutions and replacements thereto and therefor.</p>		<p>5 ASSIGNEE OF SECURED PARTY</p>

L/N 103567 Total indebtedness is \$64,025.00

6 Complete only when filing with Judge of Probate:
The initial indebtedness secured by the financing statement is \$

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Anne Arundel County Clerks Office

STANLEY ENGINEERING COMPANY, INC.

By: *[Signature]*
Signature(s) of Debtor(s)

HELLER FINANCIAL, INC.

By: *[Signature]*
Signature of Secured Party

(STANDARD)
(1) FILING OFFICER COPY ALPHABETICAL

11. 451.50 - 50

Mail to Mailed to Secured Party

BOOK 509 PAGE 405

CHattel
200557

To Be Recorded In The Land Records
And In The Chattel Records Of The
Local Jurisdiction And Among The
Financing Statement Records Of The
State Department Of Assessments
And Taxation.

Subject To Recording Tax
On Principal Amount Of \$585,000.00
Which Was Paid To The Clerk Of The
Circuit Court Of Anne Arundel County,
Maryland Upon The Filing Of A Deed
Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:**

JAMES L. GISCHEL
PATRICIA D. GISCHEL
c/o Gischel Machine Company, Inc.
5511 Magie Street
Baltimore, Maryland 21225

2. **SECURED PARTY:**

THE FIRST NATIONAL BANK
OF MARYLAND
25 South Charles Street
Baltimore, Maryland 21201

Attention: Laura J. Russell
Mortgage Admin. Executive

RECORD FEE 18.00
POSTAGE .50
MAY 12 2040 AM 11:10

MAY 12 87

TB

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed to, incorporated in, or attached to the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind owned by the Debtor, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below

18.50

- referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings to the extent owned by the Debtor; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Purchase Money Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and

improvements thereon described in a Purchase Money Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of one page.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

 (SEAL)
JAMES L. GISCHEL

Date: February 4, 1987

 (SEAL)
PATRICIA D. GISCHEL

Date: February 9, 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LJG) 5715

5715
G-00.76

BOOK 509 PAGE 498

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 12, as shown on Plat entitled, "Lots 10-14, Brandon Woods Business Park, Section 2", recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 105, page 13.

Mailed to Secured Party

- To be recorded
- (1) in the Land Records of Anne Arundel County;
- ~~(2)~~ in the Financing Statement Records of Anne Arundel County;
- (3) with the State Department of Assessments and Taxation

Not subject to recordation tax
Principal amount is \$100,000.00
Recordation Tax paid on Deed of Trustt dated March 11, 1987

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

- | | |
|--|--|
| 1. Debtor: | Mailing Address of Debtor: |
| Christopher C. Coile | 318 Rugby Cove Road
Arnold, Maryland 21012 |
| | |
| 2. Secured Party: | Address of Secured Party: |
| STERLING BANK & TRUST CO.,
a bank and trust company
organized and existing
under the law of Maryland, | 106 Old Court Road
Pikesville, Maryland 21208 |

15.00
30
1987 NOV 12 10:57
13

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

13
13

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Arthur L. Silber and Patricia A. Jenkins, Trustees for Sterling Savings Association, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Bank & Trust Co.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$100,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

WITNESS

P. Jenkins

C. Coile (SEAL)
Christopher C. Coile

Date: 3/10/87, 19

[After filing, please return to Deborah W. Steele, Esquire, Frank, Bernstein, Conaway & Goldman, Suite 700, American City Building, Columbia, Maryland 21044.]

DWS/03-10-87
2534Q

BOOK 500 PAGE 501

FINANCING STATEMENT

by

CHRISTOPHER C. COILE, Debtor

and

STERLING BANK & TRUST CO., Secured Party

EXHIBIT A

Description of land

All that Property, situate and lying in Anne Arundel County, Maryland, having a street address at: 438 Revell Highway, Annapolis, Maryland, and further described as:

Parcel 256, Block 17 of Anne Arundel County Tax Map No. 40, which Deed is recorded among the land records of Anne Arundel County in Liber 2625, folio 792.

Mailed to Secured Party

FINANCING STATEMENT

NOT SUBJECT TO
RECORDATION TAX

200050

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

1. NAME AND ADDRESS
OF DEBTOR:

Chrisland Corporation
10645 Railroad Square
Suite 300
Fairfax, Virginia 22030

2. NAME AND ADDRESS
OF SECURED PARTY:

Dominion Bank of Northern Virginia,
National Association
8150 Leesburg Pike
Vienna, Virginia 22180

RECORD FEE 17.00
POSTAGE 50
07/10/87 CLASS R02 11:11
MAR 10 87

3. This Financing Statement covers the following types (or items) of property:

(a) All leases, sales contracts, tenant contracts and rental agreements and other contracts, licenses and permits now or hereafter affecting the land or improvements located thereon in Anne Arundel County, Maryland as described in Exhibit A attached hereto.

(b) All rents, issues and profits issuing under the aforesaid leases, sales contracts, tenant contracts and rental agreements and the aforesaid other contracts, licenses and permits, together with any rents, issues, cash or security deposits arising from the use or occupancy of the aforesaid land or buildings.

(c) All apparatus, buildings, building materials, capital equipment, appliances and fixtures now or hereafter erected or placed in or upon said land or any improvements thereon or now or hereafter attached to or used in connection with said land or any improvements thereon, and all additions thereto and all replacements thereof, whether or not the same have or would become part of said land by attachment thereto, including without limiting the generality of the foregoing, all furnaces, heaters, gas and electric light fixtures, refrigerating, ventilating, incinerating, garbage disposal, air conditioning apparatus and equipment, screens, screen doors, awnings, blinds, carpets, floor coverings, furniture, furnishings, gas and oil tanks and equipment, pipes, wires and plumbing, excluding any of the aforementioned owned or leased from third parties by tenants, and also all shrubbery or plants now or hereafter located on said land or improvements, all of which shall to the extent permitted by law be considered as annexed to or forming a part of said land.

(d) All monies and proceeds derived from sale of real property, apparatus, chattels, fixtures, buildings, structures, improvements or leases, tenant contracts, rental agreements,

130

contracts, licenses, permits, rents, issues and profits, including all rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of said property, apparatus, chattels, fixtures, buildings, structures, improvements or leases, sales contracts, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits.

(e) The interest of the Borrower in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Property or any part thereof.

4. The Deed of Trust and Security Agreement pursuant to which this Financing Statement is given is a Deed of Trust dated the 6th day of March, 1987, from the Debtor to Daniel L. Bragg and Alvin L. Gunther Trustees, recorded among the Land Records of Anne Arundel County, Maryland, contemporaneously herewith and is additional security for the indebtedness therein described. The Secured Party or its assignee shall have, in addition to all the rights and remedies granted in said Deed of Trust, all the rights and remedies provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law. All of said rights are cumulative and may be exercised either concurrently or independently and in such order as the Secured Party or its assignee shall determine.

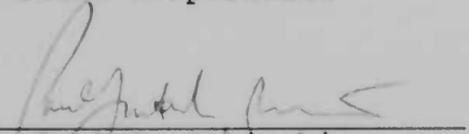
5. All property covered hereby shall be subject to all of the terms of said Deed of Trust and, in the event of foreclosure, may be sold together with the real estate at such foreclosure sale. Debtor shall have the right to substitute articles of equal or greater value for any of those covered herein provided such replacements are free of any outstanding ownership interest, Financing Statement or other encumbrance.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Deed of Trust of even date herewith and under and pursuant to the Loan Agreement of even date herewith between the Secured Party and the Debtor (the "Agreement") as security for a loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement.

Debtor:

Chrisland Corporation

By


 Paul A. Cuticchia
 President

Secured Party:

Dominion Bank of Northern Virginia, National Association

By


 Assistant Vice President

Date: March 6, 1987

EXHIBIT A

TO FINANCING STATEMENT

All those lots or parcels of ground situate, lying and being in the Second Taxing District of Anne Arundel County, State of Maryland, and described as follows:

Lots numbered 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, and 82, as shown on a Plat entitled "Plat Two, Section Two, ANNAPOLIS COVE", as per plat of the same recorded among the Plat records of Anne Arundel County in Plat Book 97, pages 32 and 33.

chris.fin

Mailed to Secured Party

206580

BOOK 509 PAGE 505

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-3

IMPORTANT — Read instructions on back before filling out form

MAIL TO This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) David R. Talbott III 1102 N. Poplar Annapolis, MD 21401	2. Secured Party(ies) and address(es) Clark Equipment Credit Corporation 128 E Front Street Buchanan, MI 49107	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This statement refers to original Financing Statement No. ~~349~~ 247957 filed (date) 29 Jun 83 with Anne Arundel Cty.

- 8. A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)
- F. Other

Contract # 190361 P86

RECORD FEE 10.00
 POSTAGE 1.00
 157000 0345 101 112429
 MAR 12 87

..... CLARK EQUIPMENT CREDIT CORPORATION.....
 By Signature(s) of Debtor(s) (only on amendment) By Signature(s) of Secured Party(ies)

Mail to David R Talbott III

266591

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Southwood Industries Inc.
t/a Auto Tech

2 Taylor Avenue
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
All inventory and accounts receivable now owned or hereafter acquired and all proceeds (cash and non-cash) of such inventory and accounts receivable.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 12.00
POSTAGE 50
#21380 6666 NOV 11:04
MAR 12 87

TB

Debtor (or Assignor)

Secured Party (or Assignee)

Southwood Industries Inc.
t/a Auto Tech

FARMERS NATIONAL
BANK OF MARYLAND

BY: Dan Dienes
Dan Dienes, President

Mailed to Secured Party

BY: Twaun D. Oakes
Twaun D. Oakes

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

12.00

TO BE RECORDED:

LAND RECORDS

FINANCING RECORDS

ASSESSMENTS & TAXATION

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL

AMOUNT OF \$ -0-

FINANCING STATEMENT

8 DEBTOR: Montee F. Poindexter
Name--Print or Type

338 Thorsby Hill, Sherwood Forest, Maryland 21405
Address--Street No. City - County State Zip code

SECURED PARTY:

J.R. Barton, Inc.
Name--Print or Type

2061 Generals Highway, Annapolis, Maryland 21401
Address--Street No. City - County State Zip code

ASSIGNEE:
(If Any)

Baltimore Gas and Electric Company
Name--Print or Type

P.O. Box 1475, Baltimore, Maryland 21203
Address--Street No. City - County State Zip code

1. This Financing Statement covers a Purchase Money Security Interest in types of property described below:

- UPCB-024 24,000BTU Ruud Heat Pump
- UPCB-036 30,000 BTU Ruud HEat Pump
- UHQA-1215 Air Handler with Electric Heater
- UHQA-1010 Air Handler with Electric Heater
- RCPB-024 Coil
- RCPB-036 Coil
- T841 Thermostats
- ~~Concrete Slabs~~

2. The above described personal property is to be affixed to the real property described below:

All that parcel of land as more fully described in the Land Records of Anne Arundel County recorded on 9/14/76 in Liber WGL 2888 and Folio 501. The improvements thereon being known as 338 Thorsby Hill.

The name of a record owner is Montee F. Poindexter

DEBTOR(S): *Montee F. Poindexter*
Signature

Carolyn D. Poindexter
Signature

MONTEE F. POINDEXTER
Printed name of person signing

Carolyn P. Poindexter
Printed name of person signing

TO THE FILING OFFICER: After this statement has been recorded please mail

the same to: Kathy J. Wainwright
Name

1508 Woodlawn Drive
Baltimore, MD 21207
Address

Mailed to Secured Party

13.00
.50
11:30 AM
MAR 12 87
1987 MAR 12 AM 10:09
H. ERLE SCIAFER
CLERK

TO BE RECORDED:

- LAND RECORDS
- FINANCING RECORDS
- ASSESSMENTS & TAXATION
- SUBJECT TO
- NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ -0-

FINANCING STATEMENT

DEBTOR: Monte F. Poindexter
 Name--Print or Type
338 Thorsby Hill, Sherwood Forest, Maryland 21405
 Address--Street No. City - County State Zip code

SECURED PARTY: J.R. Barton, Inc.
 Name--Print or Type
2061 Generals Highway, Annapolis, Maryland 21401
 Address--Street No. City - County State Zip code

ASSIGNEE: Baltimore Gas and Electric Company
 (If Any) Name--Print or Type
P.O. Box 1475, Baltimore, Maryland 21203
 Address--Street No. City - County State Zip code

1. This Financing Statement covers a Purchase Money Security Interest in types of property described below:

- UPCB-024 24,000btu RUUD Heat Pump
- UPCB-036 30,000btu Ruud Heat Pump
- UHQA-1215 Air handler with electric heater
- UHQA-1010 Air Handler with electric heater
- RCPB-024 Coil
- RCPB-036 Coil
- T841 Thermostats
- ~~Concrete Slabs~~

2. The above described personal property is to be affixed to the real property described below:

All that parcel of land as more fully described in the Land Records of Anne Arundel County recorded on 9/14/76 in Liber WGL 2888 and Folio 501. The improvements thereon being known as 338 Thorsby Hill.

The name of a record owner is Monte F. Poindexter

DEBTOR(s): *Monte F. Poindexter*
 Signature
MONTE F. POINDEXTER
 Printed name of person signing

Cerolyn D. Poindexter
 Signature
Ms. Cerolyn D. Poindexter
 Printed name of person signing

TO THE FILING OFFICER: After this statement has been recorded please mail the same to: Kathy J. Wainwright 1508 Woodlawn Drive
 Name Address
Baltimore, MD 21207

Mailed to Secured Party

13.00
 7:15:09
 MAR 12 87
 J.F. CLERK
 1987 MAR 12 AM 10:09
 H. ERLE SCHAFER
 CLERK

196391

Not to be recorded in
Land Records

NOT Subject to Recordation Tax:
Principal Amount is \$1,250,000.00

FS records

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: Feb 24, 1987

FINANCING STATEMENT

1. Debtor:	Address:
ADVENTURES IN HOME BUUILDING, INC.	844 Ritchie Highway Suite 204 P.O. Box 1071 Severna Park, Maryland 21146

2. Secured Party:	Address:
FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION	9151 Baltimore National Pike Ellicott City, Maryland 21043

RECORD FEE 13.00
POSTAGE 70
211750 CITY RD 717:57
MAR 13 87
B

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

13.50

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision(s) later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

ADVENTURES IN HOME
BUILDING, INC.

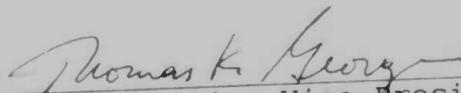
By



SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By


Executive Vice-President

AFS1752.176 C-1

BOOK 509 PAGE 511

SCHEDULE A

All those lots of ground in Anne Arundel County being known and designated as follows:

Lots Nos. 9 and 10, as shown on the Plat entitled Plat Two, CHASE WOOD RUN, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100, folio 5; and

Lots Nos. 29 and 32, as shown on the Plat entitled Plat Four, CHASE WOOD RUN, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100, folio 7; and

Lot No. 41, as shown on the Plat entitled Plat Five, CHASE WOOD RUN, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100, folio 8.

Mailed to Secured Party

08690-17367

MONUMENTAL TITLE CORPORATION
MONUMENTAL TITLE BUILDING
SEVERNA PARK, MARYLAND 21146

Mail to _____

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

BOOK 509 PAGE 512 280023

Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 World Wide, Inc. 1100 Harbor Road
 T/A Atlantic Woodworks Church, Maryland 21401

RECORD FEE 12.00
RECORD TAX 39.00
POSTAGE .00

6. Secured Party Address 1832 George Ave.
 First Federal Savings & Loan Association of Annapolis Annapolis, Maryland 21401
 Attention: C. Partridge-Loan Processor
 (Type name & Title)

10-24-82 11:11 AM 109429

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

APR 9 87

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

TB

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors World Wide, Inc
T/A Atlantic Woodworks
 By: Peter Paglia, Pres. (Seal) _____ (Seal)
Peter Paglia, President (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

12- 350 . 50



FIRST FEDERAL SAVINGS
& Loan Association of Annapolis

BOOK 509 PAGE 513

SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof.

Mail to

First Fed S & L Assn

MAIN OFFICE 2024 WEST STREET, ANNAPOLIS, MARYLAND 21401
ANNAPOLIS 266-6100 / BALTIMORE 841-6700 / WASHINGTON 261-8800

• OPERATIONS CENTER 1832 GEORGE AVENUE ANNAPOLIS, MARYLAND 21401
• ANNAPOLIS 263-7771 / BALTIMORE 269-1108 / WASHINGTON 261-2493

Anne Arundel County

FINANCING STATEMENT

Identifying File No. _____

THE AMOUNT OF TAXABLE DEBT SUBJECT TO RECORDATION TAX AS PART OF THIS TRANSACTION IS: \$0.00. ALL RECORDATION TAXES HAVE BEEN PAID IN CONNECTION WITH THE FILING OF A DEED OF TRUST WHICH ALSO SECURES THIS TRANSACTION.

This financing statement dated February 19, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR:

BRIDGEWOOD, INC.
1603 GENERALS HIGHWAY
CROWNSVILLE, MARYLAND 21032

2. SECURED PARTY:

BAY NATIONAL BANK
2661 RIVA ROAD
ANNAPOLIS, MARYLAND 21401

3. MATURITY DATE OF OBLIGATION: March 1, 1992

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

All present and future accounts, leases, instruments, chattel paper, contracts, contract rights, accounts receivable, notes receivable, documents, general intangibles, and all money and claims to monies due and to become due to the Borrower under all of the same.

All furniture, fixtures, machinery, equipment, inventory, accounts receivable, general intangibles, instruments and money due to the above named debtor arising out of the operation of the Debtor's business.

5. THE PROCEEDS OF COLLATERAL ARE ALSO COVERED.

DEBTOR:

BRIDGEWOOD, INC.

SECURED PARTY:

BAY NATIONAL BANK

By: Charles J. Wasitis
CHARLES J. WASITIS, President

By: Lee M. Doran

FEDERAL FEE 12.00
POSTAGE .50
21091 C663 R02 11:59
MAR 17 87

TB

RETURN TO:
Council, Baradel, Kosmerl & Nolan, P.A.
222 Severn Avenue, P.O. Box 3323
Annapolis, Maryland 21403-0323

12-50

4781D-411

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

pd AA County
\$263.50

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 35,622.80

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Ferguson Trenching Co. Inc.

123 Revell Hwy.
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

One T750 Parsons Trencher, ser. no. 750070

RECORD FEE	24.00
RECORD TAX	270.00
FIXTURES	.50

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

000774 (777) 001 114142

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Ferguson Trenching Co. Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY *[Signature]*

MAR 17 87

[Initials]

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

115
252
-SD

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$220,000.00

200000

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: February 23, 1987

FINANCING STATEMENT

- 1. Debtor: Address: 18.00
 HAWTHORNE WOODS 205 Rugby Court
 LIMITED PARTNERSHIP Arnold, Maryland 21012 .50
- 2. Secured Party: Address: 11.32
 UNION TRUST COMPANY OF P.O. Box 1077
 MARYLAND Baltimore, Maryland 21203 7B

3. This Financing Statement covers:

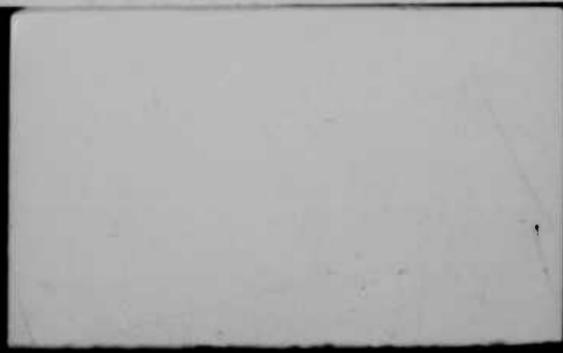
(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

f
Mailed to Secured Party



- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Union Trust Company of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

HAWTHORNE WOODS
LIMITED PARTNERSHIP

By: Sands Road Construction
Company, General Partner

By: Robert S. Gaines
Robert S. Gaines,
President

SECURED PARTY:

UNION TRUST COMPANY OF
MARYLAND

By: Elizabeth McDonald
Vice President

HWFS1716.176 B1

SCHEDULE A

BOOK 509 PAGE 518

All that plot of ground in Anne Arundel County, Maryland, being known and designated as follows:

BEING ALL and the same property shown on the plat entitled "Cluster Subdivision, Hawthorne Woods, formerly Chinquapin Woods (recorded in Plat Book 98, folios 28, 29 & 30)" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 103, folios 35, 36 & 37; and more particularly described as follows:

BEGINNING for the same at a stone found, being a corner in the lines common to Robert S. Mooreland as recorded among the Land Records of Anne Arundel County, Maryland in Liber 3004, at Folio 046 and Hawthorne Ridge Joint Venture as recorded among said Land Records in Liber 3374, at Folio 298; thence departing said stone and running thence with and binding on the Westerly line of the Westerly parcel of land of Hawthorne Ridge Joint Venture being common boundary between Robert S. Mooreland, as aforesaid Edward J. Harley recorded among the Land Records of Anne Arundel County, Maryland in Liber 2177 at Folio 107 and Blynn O. Kunstoss recorded among the Land Records of Anne Arundel County, Maryland in Liber 3067 at Folio 141 and Chinquapin Crest recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 88 at Page 45 with meridian referred to Maryland State Grid North, and passing over iron pipes at 734.64 feet and 1100.21 feet,

1. North $00^{\circ} 50' 19''$ West 1258.53 feet, aforesaid iron pipe at 734.64 feet in the Right-of-Way for Conservation Lane as shown on a Plat of Chinquapin Woods Recorded in Plat Book 98, at Page 30, thence continuing in a Northerly direction,

2. North $02^{\circ} 33' 19''$ West 950.54 feet to the North outline of Chinquapin Woods as aforesaid recorded in Plat Book 98 at Page 29, thence with said outline and passing over iron pipes at 663.15 feet and 1168.52 feet,

3. North $87^{\circ} 31' 04''$ East 1725.50 feet to a point in the line of Lot 6, Hawthorne Ridge Farms as shown on Plat Book 88, at Page 42, thence running with the line of the aforesaid Lot 6, Hawthorne Ridge Farms;

FILE NO. 04105-17118

4. South $02^{\circ} 33' 00''$ East 1731.98 feet to a corner common to the aforesaid Hawthorne Ridge Joint Venture parcel and that of C.R. Sharp as recorded in Liber 1500, at Folio 258, thence with the said Sharp parcel the two (2) following courses and distances, viz;

5. North $85^{\circ} 01' 06''$ West 519.41 feet, and

6. South $02^{\circ} 52' 36''$ East 557.11 feet, thence with the outline of Chinquapin Woods as previously mentioned and recorded in Plat Book 98 at Page 30, being a common boundary with that parcel of land described in the deed firstly mentioned above and passing over iron pipes at 494.89 feet and 817.15 feet,

7. South $88^{\circ} 06' 55''$ West 1251.33 feet to the place of beginning.

Containing 82.20 acres of land, more or less, as previously surveyed by J. R. McCrone, Inc.

SUBJECT to, however, all certificates, conditions, easements, rights-of-way, and flood plains as shown on the plats of Chinquapin Woods, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 98, folios 28, 29 and 30; and as shown on the plats entitled "Cluster Subdivision, Hawthorne Woods, formerly Chinquapin Woods (recorded in Plat Book 98, folio 28, 29 and 30)" which plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 103, folios 35, 36 and 37.

SAVING AND EXCEPTING therefrom all that property being known and designated as Lot No. 1 and Lot No. 19 as shown on the plat entitled "Cluster Subdivision, Hawthorne Woods, formerly Chinquapin Woods (recorded in Plat Book 98, folios 28, 29 and 30)" which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 103, folios 35, 36 and 37.

Mailed to Secured Party

200000

BOOK 509 PAGE 520

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 7644.48
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Accent Graphics by Merrilyne Hendrickson	311 Third Street P.O. Box 3544 Annapolis, Md 21403

<u>Secured Party</u>	<u>Address</u>
----------------------	----------------

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

- Attach separate list if necessary
- This Financing Statement covers the following types (or items) of property (the collateral):
1 Signmaker IVB/ 15" system
serial # 85494 & # 11509

- The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORDING FEE 12.00
RECORD TAX 43.00
POSTAGE .50

- Proceeds } of the collateral are also specifically covered.
 Products }

- Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORDED 1345 002 710:50
MAY 18 87

Accent Graphics
Debtor (or Assignor)

Secured Party (or Assignee)

Merrilyne Hendrickson
by Merrilyne Hendrickson OWNER

FARMERS NATIONAL
BANK OF MARYLAND

Merrilyne Hendrickson INDIVIDUAL

Merrilyne Hendrickson BY *Margaret Kelly*
Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

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435

BOOK 509 PAGE 521

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 239955

RECORDED IN LIBER 442 FOLIO 474 ON 10/09/81 (DATE)

1. DEBTOR: Name Elsie V. Butler
Address 1212 Somerset Rd, Severn, Md. 21144

2. SECURED PARTY: Name Commercial Credit Corporation
Address 7436 Ritchie Hwy., Glen Burnie, Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK <input type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> A. CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. RELEASE From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input checked="" type="checkbox"/> XXXX	<input type="checkbox"/> C. TERMINATION The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
	<input type="checkbox"/> D. ASSIGNMENT The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)	<input type="checkbox"/> E. OTHER (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)	
	3pc L.R. Set, 9pc D.R. Set, 3 3pc B.R. Sets, 1 Sears Refrig. 1 Sears Range, 3 Tables, 2 Lamps, 1 Wizard Washer, 1 Sears Sweeper, 1 Wards Freezer, 1 Mitsuha TV		
	3. Assignee of Secured Party(ies) from which security information obtainable: Name _____ Address _____		

10:00
OCT 11 1981
FBI



Dated 02/29/84

G. A. Kane
(Signature of Secured Party)
G. A. Kane
Type or Print Above Name on Above Line

Mailed to Secured Party

10
21

BOOK 509 PAGE 522

200004

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: ANNAPOLIS MALL MOTEL LIMITED PARTNERSHIP
Address: c/o Lester H. Shor
173 Jenifer Road
Annapolis, Maryland 21401
2. Secured Party: SECOND NATIONAL BUILDING & LOAN, INC.
Address: P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.
3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles of personal property of any kind hereafter owned by Debtor, and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor or corporation, including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor or partnership as aforesaid.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking

25 .50

TB

BOOK 509 PAGE 523

by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises.

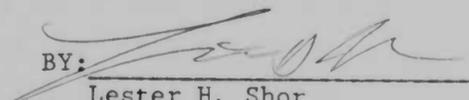
4. The aforesaid items covered by this Financing Statement are included as security in a Third Leasehold Deed of Trust and Assignment of Ground Lease and Assignment of Rents and Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A**.

Debtor:

ANNAPOLIS MALL MOTEL
LIMITED PARTNERSHIP

BY:  (SEAL)

Lester H. Shor
General Partner

Dated: March 17, 1987

MR. CLERK: Return to:

David S. Bruce, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

S352023P.MLS

EXHIBIT ALand

DESCRIPTION OF 3.25075 AC. + (SITE 7 - REVISED)
HOTEL PARCEL
PART OF ANNAPOLIS MALL SHOPPING CENTER CO. PROPERTY
(ANNAPOLIS RESTAURANT PARK)
SECOND TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point in the last or closing line and distant North $53^{\circ} 07' 43''$ West 159.99' on a chord from the beginning of the conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 18, 1972 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2506 folio 505; thence leaving said beginning point so fixed and running through a part of said conveyance and the conveyance by Annapolis Mall Shopping Center Co. to AHSC #2 Associates by deed of assignment dated July 15, 1974 and recorded in liber WGL 2714 folio 660; with meridian referred to Maryland State Grid System;

- (1) South $38^{\circ} 28' 06''$ West 112.91',
- (2) South $73^{\circ} 40' 39''$ West 278.86',
- (3) North $16^{\circ} 19' 21''$ West 24.00',
- (4) North $49^{\circ} 01' 08''$ West 256.00',
- (5) North $40^{\circ} 58' 52''$ East 18.00',
- (6) North $49^{\circ} 01' 08''$ West 56.00', and
- (7) North $40^{\circ} 58' 52''$ East 311.01',

to intersect the last or closing line of said conveyance, thence running with a part of said line with a curve to the left having a radius of 5,297.56' and an arc of 478.08', on a chord;

- (8) South $49^{\circ} 40' 41''$ East 477.91',
to the place of beginning.

CONTAINING 3.25075 Acres more or less as described by Dewberry and Davis, Registered Professional Land Surveyors in December 1983.

BEING a part of said conveyance of Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 18, 1972 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2506 folio 505, said conveyance being the same as the deed of assignment by Annapolis Mall Shopping Center Co. to AMSC #2 Associates dated July 15, 1974 and recorded in liber WGL 2714 folio 660.

ALSO being the same as the Confirmatory Deed of Dissolution by AMSC #2 to Annapolis Mall Shopping Center Co., by deed dated June 14, 1982 and recorded in liber EAC 3498 folio 553.

DESCRIPTION OF 0.85595 ACRES+ (SITE 6)
HOTEL PARCEL
PART OF ANNAPOLIS MALL SHOPPING CENTER CO. PROPERTY
AT ROUTE 50 & 450
SECOND TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND .

BEGINNING for the same at a point distant North $53^{\circ} 06' 11''$ West 783.45' from the beginning of the conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 18, 1972 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2506 folio 505; thence leaving said beginning point so fixed and running through a part of said conveyance and through a part of the conveyance by Annapolis Mall Shopping Center Co. to AMSC #2 Associates by deed of

- assignment dated July 15, 1974 and recorded in liber WGL 2714 folio 660; with meridian referred to Maryland State Grid System;
- (1) South $46^{\circ} 59' 22''$ East 87.76', thence running with a curve to the right having a radius of 20.00' and an arc of 30.71', on a chord,
 - (2) South $03^{\circ} 00' 15''$ East 27.78', thence running,
 - (3) South $40^{\circ} 58' 53''$ West 352.97', thence running with a curve to the right having a radius of 20.00' and an arc of 31.80', on a chord,
 - (4) South $86^{\circ} 32' 15''$ West 28.56', thence running,
 - (5) North $47^{\circ} 54' 22''$ West 86.63',
 - (6) North $40^{\circ} 58' 53''$ East 194.38',
 - (7) South $49^{\circ} 01' 07''$ East 33.00',
 - (8) North $40^{\circ} 58' 53''$ East 141.00',
 - (9) North $49^{\circ} 01' 07''$ West 33.00', and
 - (10) North $40^{\circ} 58' 53''$ East 59.00', to the place of beginning.

CONTAINING 0.85595 Acres more or less as described by Dewberry & Davis, Registered Professional Land Surveyors in November, 1983.

BEING a part of said conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 18, 1972 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2506 folio 505, said conveyance being the same as the deed of assignment by Annapolis Mall Shopping Center Co. to AMSC #2 Associates dated July 15, 1974 and recorded in liber WGL 2714 folio 660.

ALSO being the same as the Confirmatory Deed of Dissolution by AMSC #2 to Annapolis Mall Shopping Center Co. dated June 14, 1982 and recorded in liber EAC 3498 folio 553.

Mailed to Secured Party

CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 428

Page No. 84

Identification No. 233752

Dated August 11, 1980

1. Debtor(s) { Donald and Linda L. Stolkovich
Name or Names—Print or Type
242 Cinmar Road, Glen Burnie, (A.A.Co.), MD 21061
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

{ Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 212
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination</p>

Dated: August 19, 1983

Sears, Roebuck and Company

Name of Secured Party
R. G. Cahill
Signature of Secured Party

R. G. Cahill—Credit Central Manager
Type or Print (Include Title if Company)

Mailed to Secured Party

13
57

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber
XXXX
Roll No. 179

Page No. 154
Filed
Dated March 18, 1970

Identification No. 112090

Albert A. Kishter & Fannie B. Kishter, h/w; Leonard J. Attman & Phyllis L. Attman, h/w; and Lowell R. Glazer & Harriett L. Glazer, h/w

1. Debtor(s) } Name or Names—Print or Type
C/O Crown Realty Company
153 Equitable Building, Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

2. Secured Party } Metropolitan Life Insurance Company
Name or Names—Print or Type
One Madison Avenue, New York, N. Y. 10010
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated: 15 TH DAY OF OCT 1986

METROPOLITAN LIFE INSURANCE COMPANY

Name of Secured Party

James F. Hartnett
Signature of Secured Party

James F. Hartnett ASSISTANT VICE PRESIDENT

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10-5

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book 125
File No. _____

Page No. 394

Identification No. 81474

Filed July 19, 1968
Dated _____

1. Debtor(s) { Albert A. Kichter, Fannie B. Kichter, h/w; Leonard J. Attman & Phyllis L. Attman, h/w; and Lowell R. Glaser & Harriett L. Glaser, h/w
Name or Names—Print or Type
C/O Crown Realty Company
133 East Baltimore Baltimore, Maryland 21202
Address—Street No., City - County State Zip Code

2. Secured Party { Metropolitan Life Insurance Company
Name or Names—Print or Type
One Madison Avenue, New York, N. Y. 10010
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: TERMINATION <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated: 15 TH DAY OF OCT 1986

METROPOLITAN LIFE INSURANCE COMPANY

Name of Secured Party

Signature of Secured Party

James F. Hartnett ASSISTANT VICE PRESIDENT

Type or Print (Include Title if Company)

10-5

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Paul Gussin
Address: 7504 Connelley Drive
Suite J
Hanover, Maryland 21076

BOOK 509 PAGE 530

206932

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and

4. Check the statements which apply, if any, and supply the information indicated:
All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing in any form whatsoever.

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

RECORD FEE 11.00
SEARCH FEE .50
206931-577 001 112140
MAR 18 87
TB

Debtor(s):
Paul Gussin
Paul Gussin

Secured Party:
FIRST AMERICAN BANK OF MARYLAND

By: C. Terry Adkins
Regional Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to First American Bank of Maryland at address shown in 2. above)
Bald and Hale, 192 Duke of Gloucester St., Annapolis, MD. 21401

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Designer Discount Shoes, Ltd.
Address: 219 Beach Drive
Annapolis, Maryland 21401

206633

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

800# 509 FILE 531

3. This Financing Statement covers the following types (or items) of property:

Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and

4. Check the statements which apply, if any, and supply the information indicated:

All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing in any form whatsoever.

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

RECORD FEE 11.00
FEE .50
MAY 13 1987

B

Debtor(s): Designer Discount Shoes, Ltd.

Fulvio Alviani
.....
Fulvio Alviani, Vice President.

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *C. Terry Adkins*
.....
C. Terry Adkins, Regional Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to ~~1st American Bank of Maryland~~ and address shown on the above)

Bald and Hale, 192 Duke of Gloucester St., Annapolis, Maryland 21401

Mailed to Secured Party

11-50

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$..... 200001

1. Name of Debtor(s): Fulvio Alviani
Address: 219 Beach Drive
Annapolis, MD, 21401

BOOK 509 PAGE 532

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and

4. Check the statements which apply, if any, and supply the information indicated:
All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing in any form whatsoever.

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
POSTAGE .50
400833 8777 801 F15:41
MAR 18 87

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

TB

Debtor(s): Fulvio Alviani
Fulvio Alviani

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: Adkins, Regional Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Bald and Hale, 192 Duke of Gloucester St., Annapolis, MD 21401

Handwritten initials: H, S

Handwritten: SW Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$ 200,000.00

1. Name of Debtor(s): Mary Ann Alviani
Address: 219 Beach Drive
Annapolis, Maryland 21401

BOOK 509 PAGE 533

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 11.00
MAY 30 1987

3. This Financing Statement covers the following types (or items) of property:
Inventory All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and

4. Check the statements which apply, if any, and supply the information indicated:
 All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing in any form whatsoever.

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s):
Mary Ann Alviani
.....
.....

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: C. Terry Adkins
.....
Regional Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to ~~1st American Bank of Maryland at address shown in Exhibit~~
Bald and Hale, 192 Duke of Gloucester St., Annapolis, MD. 21401

/ Mailed to Secured Party
S

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

2000000

1. Name of Debtor(s) Fulvio Alviani
Address Mary Ann Alviani, his wife
219 Beach Drive
Annapolis, Maryland 21401

BOOK 509 PAGE 534

2. Name of Secured Party FIRST AMERICAN BANK OF MARYLAND
Address Metro Plaza One, 8401 Colesville Road
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:
Inventory: All of the inventory of the debtor, of every type and description, now owned and hereafter acquired and wherever located including, without limitation, Raw Materials, Goods in Process, Finished Goods, All Materials Useable or Used Consumed in Debtors Business, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, All Money Due or to Become Due, Debtor Common, and the Books and Records relating to, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and

4. Check the statements which apply, if any, and supply the information indicated:
All Tangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements, and the proceeds of the foregoing in any form whatsoever.

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE \$2.00
POSTAGE .00

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

SEARCHED BY 01 11:42
FEB 19 87

Debtor(s):
Fulvio Alviani
.....
Fulvio Alviani
Mary Ann Alviani
.....
Mary Ann Alviani

Secured Party
FIRST AMERICAN BANK OF MARYLAND
By: *C. Terry Adkins*
.....
C. Terry Adkins, Regional Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to First American Bank of Maryland at address shown in 2. above)

Bald and Hale, 192 Duke of Gloucester St., Annapolis, MD. 21401

Mailed to Secured Party

206607

BOOK 509 PAGE 535

FINANCING STATEMENT

subject to recordation tax

1. Name of Debtor(s): Homestead Mortgage, Inc.
Address: 8220 Ritchie Highway
Pasadena, Maryland 21122

Taxable Debt
\$13,500.00

2. Name of Secured Party: Annapolis Banking & Trust
Address: P. O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:
Panasonic Computer S/N GICKD07275, Panasonic KXP
S/N GKMAJF08799, 2 xerox 6015 Memory Writer Typewriters,
Sharp SF 8260 Copier, P.C.Mortgage Software S/N5022787-1
5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block
reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse
side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
RECORD TAX 94.50
POSTAGE .50
422096 0055 402 109:53
MAR 19 87

TB

Debtor(s):
.....Homestead Mortgage, Inc.....
Natalie Kuhn
.....
Natalie Kuhn, President

Secured Party:
.....Annapolis Banking and Trust
(Type Name of Dealership)

By *William A. Busik*
(Authorized Signature)
.....
William A. Busik Asst. Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

1104
94 10
52

Mailed to Secured Party

TO BE RECORDED
IN THE STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: JONATHAN P. FORMAN M.D., P.A.
Address: 7010 RITCHIE HIGHWAY
GLEN BURNIE, MARYLAND 21061
2. Secured Party: MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY
Address: 2 HOPKINS PLAZA
BALTIMORE, MARYLAND 21201
ATTENTION: DONALD J. TRUFANT,
SENIOR VICE PRESIDENT

RECORDED
INDEXED
MAY 19 1987

TB

3. This Financing Statement covers the property described in Exhibit A hereto.
4. The proceeds and products of the collateral are covered.
5. Portions of the property described in Exhibit A hereto are or may be fixtures and are located at and may be affixed to, real estate and improvements described in Exhibit B hereto.

Debtor:

JONATHAN P. FORMAN M.D., P.A.

Secured Party:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY

By: Jonathan P. Forman (SEAL) Jonathan P. Forman M.D.
By: Scott Kreiger (SEAL) Scott Kreiger, Vice President

(Mr. Clerk): Return to
Edward L. Wender, Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank and Trust
Building
2 Hopkins Plaza
Baltimore, Maryland 21201

TO BE RECORDED IN:

- (1) Financing Statement Records
of Baltimore County,
Maryland
- (2) Land Records of Baltimore
County, Maryland
- (3) Financing Statement
Records of Anne Arundel
County, Maryland
- (4) Land Records of
Anne Arundel County, Maryland
- (5) State Department of
Assessments and Taxation

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✓

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EXHIBIT A

(a) all Accounts, including all existing Accounts and all Accounts hereafter coming into existence in connection with the operation of the Facilities; and

(b) all Instruments, regardless of whether they may be in existence at the present time, may come into existence in the future or may be executed in the future in connection with the operation of the Facilities; and

(c) all Chattel Paper, regardless of whether it may be in existence at the present time, may come into existence in the future or may arise in the future in connection with the operation of the Facilities; and

(d) all cash, notes, drafts, acceptances, instruments, documents of title, policies and certificates of insurance, chattel paper, guaranties and securities now or hereafter received by the Debtor, or in which the Debtor has or acquires an interest in connection with the operation of the Facilities; and

(e) all now owned or hereafter owned or acquired or produced Merchandise in connection with the operation of the Facilities; and

(f) all now existing or hereafter created or coming into existence books and records including, without limitation, ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs and other computer prepared information in connection with the operation of the Facilities; and

(g) all now owned or hereafter acquired Equipment in connection with the operation of the Facilities; and

(h) all of the right, title and interest of the Debtor in all building materials, fixtures, equipment, implements and other tangible personal property, including, without limitation, fixed assets, furniture, machinery, computers, and leasehold improvements of every kind and nature now or hereafter located or contained in or upon the property described in Exhibit B hereto, or the improvements thereon, or any part thereof, whether now owned or hereafter acquired, together with all alterations, additions, accessories and improvements thereto, substitutions therefore and renewals and replacements thereof, including the proceeds of any and all insurance policies in connection therewith;

(i) any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds (including all net proceeds from any insurance awards), settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any condemnation of any of the collateral or any part thereof, either temporarily or

permanently, and (ii) any other damage to, or decrease in value of, the collateral or any part thereof all in connection with the operation of the Facilities; and

(j) any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Collateral or any portion thereof in connection with the operation of the Facilities; and

(k) all products of the foregoing; and

(l) all cash and non-cash proceeds of the foregoing;

As used in this Exhibit, the following terms shall have the following meanings:

"Account" or "Accounts" means any right of the Debtor to payment for goods of any type or description (including, without limitation, Merchandise, as hereinafter defined) sold or leased, or for services rendered, which is not evidenced by an Instrument or Chattel Paper, whether or not the right to payment has been earned by performance, and shall include any and all contract rights.

"Chattel Paper" means any writing or writings held by the Debtor, held in it's name or held for the Debtor, which evidences both a monetary obligation and a security interest in or lease of specific goods.

"Facility" or "Facilities" means those two (2) medical/clinic buildings and facilities at the following locations which shall be operated by the Debtor: (i) 7010 Ritchie Highway, Glen Burnie, Maryland (sometimes referred to hereinafter as "Glen Burnie") and (ii) 11722 Reisterstown Road, Reisterstown, Maryland (sometimes referred to hereinafter as "Reisterstown").

"Instrument" or "Instruments" means any negotiable instrument, security or other writing held by the Debtor, held in the Debtor's name or held for the Debtor, which evidences a right to the payment of money for goods sold or leased, monies invested, or services rendered or to be rendered or commissions earned or to be earned, which is not itself a security agreement or lease, and which is of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment.

"Merchandise" means the inventory of the Debtor of every type and nature, located at the Facilities, including, without limitation, medical supplies.

EXHIBIT B

AS TO ANNE ARUNDEL COUNTY

BEGINNING for the same at the end of the North 31° 02' East 233.16 line of a conveyance from Joseph A. and Barbara A. Oden to Land Escrow, Ltd., by deed dated June 24, 1976, and recorded among the land records of Anne Arundel County, Maryland, in Liber 2441 at Folio 243, said point of beginning being further located in the North 59° 18' West, 270.73 foot line of a conveyance from Land Escrow, Ltd., to Joseph A. and Barbara A. Oden by deed dated June 24, 1976, and recorded among the land records of Anne Arundel County, Maryland, in Liber 2441 at Folio 240; thence from said point of beginning being so fixed and running South 59° 18' East, 111.25 feet to a point in the western right of way line of Ritchie Highway, Maryland Route 12; thence with the said western right of way line of said Maryland Route 12, the following two courses and distances, South 28° 46' West, 59.85 feet and South 30° 36' West, 219.57 feet to the point of intersection of the said western right of way line of Maryland Route 12 and the northern right of way line of Furnace Branch Road; thence leaving said right of way line of Maryland Route 12 and running with the northern right of way line of Furnace Branch Road, North 37° 24' West, 123.95 feet to a point; thence leaving said right of way line of Furnace Branch Road, North 31° 02' East, 233.16 feet to the point of beginning and containing 0.67 acres, more or less, according to a plat and description prepared without the benefit of a field survey by J. R. McCrone, Jr., Inc., Engineers and Land Surveyors, in June 1981.

BEING and intended to be all of the conveyance from Joseph A. Oden and wife to Land Escrow, Ltd., by deed dated June 24, 1976, and recorded among the land records of Anne Arundel County, Maryland, in Liber 2941 at Folio 243, and part of the conveyance from Charles G. Dewald to Land Escrow, Ltd., by deed dated June 4, 1976, and recorded among the land records of Anne Arundel County, Maryland in Liber 2857 at Folio 219.

AS TO BALTIMORE COUNTY

BEING KNOWN AND DESIGNATED as Lot 2 as shown on plat entitled, "Subdivision of Humdeco, Inc. Property" dated August 17, 1984 and recorded among the Plat Book Records of Baltimore County in Liber EHK, Jr. 51, folio 117.

Mailed to Secured Party

TO BE RECORDED
IN THE STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: MARYLAND MEDICAL CENTER, INC.
Address: 1901 SULPHUR SPRING ROAD
BALTIMORE, MARYLAND 21227

RECORD FEE 17.00
POSTAGE 50
BOOKS 177 115 15
MAR 19 87

2. Secured Party: MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY
Address: 2 HOPKINS PLAZA
BALTIMORE, MARYLAND 21201
ATTENTION: DONALD J. TRUFANT,
SENIOR VICE PRESIDENT

TB

3. This Financing Statement covers the property described in Exhibit A hereto.

4. The proceeds and products of the collateral are covered.

5. Portions of the property described in Exhibit A hereto are or may be fixtures and are located at and may be affixed to, real estate and improvements described in Exhibit B hereto.

Debtor:
MARYLAND MEDICAL CENTER, INC.

Secured Party:
MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY

By: [Signature] (SEAL)
Selwyn Passen, M.D., President

By: [Signature] (SEAL)
John L. Kellermann, III,
Vice President

(Mr. Clerk): Return to
Edward L. Wender
Venable, Baetjer and Howard
1800 Mercantile Bank and Trust
Building
2 Hopkins Plaza
Baltimore, Maryland 21201

17-
50

9632W

BOOK 509 PAGE 541

TO BE RECORDED IN:

- (1) Financing Statement Records
of Baltimore County,
Maryland
- (2) Land Records of Baltimore
County, Maryland
- (3) Financing Statement
Records of Anne Arundel
County, Maryland
- (4) Land Records of
Anne Arundel
County, Maryland
- (5) State Department of
Assessments and Taxation

EXHIBIT A

(a) all of the right, title and interest of the Debtors in all building materials, fixtures, fittings, appliances, apparatus, equipment and tangible personal property, including, without limitation, lighting, heating, ventilating, air conditioning, sprinkling and plumbing fixtures and equipment, water and power systems, burglar alarms and security systems, engines, boilers, ranges, furnaces, oil burners or units, communication systems, dynamos, transformers, electrical equipment, storm and screen windows and doors, fixed assets, furniture, machinery, computers, and leasehold improvements of every kind and nature now or hereafter located or contained in or upon the property described in Exhibit B hereto, or the improvements thereon, or any part thereof, whether now owned or hereafter acquired, together with all alterations, additions, accessories and improvements thereto, substitutions therefore and renewals and replacements thereof including the proceeds of any and all insurance policies in connection therewith;

(b) any portion of the Debtor's facilities located at 7010 Ritchie Highway, Glen Burnie, Maryland and 11722 Reisterstown Road, Reisterstown, Maryland more particularly described in Exhibit B hereto, which constitutes personal property, whether now owned or hereafter acquired;

(c) all of the Debtor's right, title and interest in any lease, sale agreement or other similar contract with respect to any of the above mentioned property, including all deposits thereunder or with respect thereto, whether now owned or hereafter acquired;

(d) the interest of the Debtor in any and all insurance policies, insurance proceeds pertaining to any of the above described property or the property described in Exhibit B hereto and all awards or payments, including interest thereon and the right to receive the same, which may be made with respect to any of such property or any interest therein as a result of or in connection with (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of such property;

(e) the Debtor's right, title and interest in and to, all rents, income, proceeds, royalties, products, profits and other benefits, including, without limitation, all cash or security deposits thereunder to secure performance by any lessee or sublessee, if any, of any of the above described property or any portion thereof, of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such leases or are to be applied to one or more of the installments of rent becoming due immediately prior to the expiration of such terms and also all of the estate, right, title, use, claim and demand of any nature whatsoever, at law or in equity, which the Debtor may now have or hereafter acquire in and to all of the above described property,

(f) all additions, accessories and accessions to, substitutions and replacements for, and the cash and non-cash proceeds (including, without limitation, insurance proceeds) of any of the foregoing.

EXHIBIT B

AS TO ANNE ARUNDEL COUNTY

BEGINNING for the same at the end of the North 31° 02' East 233.16 line of a conveyance from Joseph A. and Barbara A. Oden to Land Escrow, Ltd., by deed dated June 24, 1976, and recorded among the land records of Anne Arundel County, Maryland, in Liber 2441 at Folio 243, said point of beginning being further located in the North 59° 18' West, 270.73 foot line of a conveyance from Land Escrow, Ltd., to Joseph A. and Barbara A. Oden by deed dated June 24, 1976, and recorded among the land records of Anne Arundel County, Maryland, in Liber 2441 at Folio 240; thence from said point of beginning being so fixed and running South 59° 18' East, 111.25 feet to a point in the western right of way line of Ritchie Highway, Maryland Route 12; thence with the said western right of way line of said Maryland Route 12, the following two courses and distances, South 28° 46' West, 50.85 feet and South 30° 36' West, 219.57 feet to the point of intersection of the said western right of way line of Maryland Route 12 and the northern right of way line of Furnace Branch Road; thence leaving said right of way line of Maryland Route 12 and running with the northern right of way line of Furnace Branch Road, North 37° 24' West, 123.95 feet to a point; thence leaving said right of way line of Furnace Branch Road, North 31° 02' East, 233.16 feet to the point of beginning and containing 0.67 acres, more or less, according to a plat and description prepared without the benefit of a field survey by J. R. McCrone, Jr., Inc., Engineers and Land Surveyors, in June 1981.

BEING and intended to be all of the conveyance from Joseph A. Oden and wife to Land Escrow, Ltd., by deed dated June 24, 1976, and recorded among the land records of Anne Arundel County, Maryland, in Liber 2441 at Folio 243, and part of the conveyance from Charles G. Dewald to Land Escrow, Ltd., by deed dated June 4, 1976, and recorded among the land records of Anne Arundel County, Maryland in Liber 2857 at Folio 219.

AS TO BALTIMORE COUNTY

BEING KNOWN AND DESIGNATED as Lot 2 as shown on plat entitled, "Subdivision of Humdeco, Inc. Property" dated August 17, 1984 and recorded among the Plat Book Records of Baltimore County in Liber EHK, Jr. 51, folio 117.

Mailed to Secured Party

TO BE RECORDED
IN THE STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: IMMEDIATE CARE MEDICAL CENTER - GLEN BURNIE, INC.
Address: 7010 RITCHIE HIGHWAY
GLEN BURNIE, MARYLAND 21061

Debtor: IMMEDIATE CARE MEDICAL CENTER - REISTERSTOWN, INC.
Address: 11722 REISTERSTOWN ROAD
REISTERSTOWN, MARYLAND 21136
2. Secured Party: MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY
Address: 2 HOPKINS PLAZA
BALTIMORE, MARYLAND 21201
ATTENTION: DONALD J. TRUFANT,
SENIOR VICE PRESIDENT
3. This Financing Statement covers the property described in
Exhibit A hereto.
4. The proceeds and products of the collateral are covered.
5. Portions of the property described in Exhibit A hereto are
or may be fixtures and are located at and may be affixed
to, real estate and improvements described in Exhibit B
hereto.

RECORD FEE 20.00
POSTAGE 50
400762 0777 801 115417
43 19 87

TB

Debtors:

IMMEDIATE CARE MEDICAL
CENTER - GLEN BURNIE, INC.

Secured Party:

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY

By: *Allan H. Seuker* (SEAL)
Allan H. Seuker

By: *Scott Kreiger* (SEAL)
Scott Kreiger, Vice President

IMMEDIATE CARE MEDICAL
CENTER - REISTERSTOWN, INC.

By: *Allan H. Seuker* (SEAL)
Allan H. Seuker

(Mr. Clerk): Return to
Edward L. Wender, Esquire
Venable, Baetjer and Howard
1800 Mercantile Bank and Trust
Building
2 Hopkins Plaza
Baltimore, Maryland 21201

22
9

9619W

TO BE RECORDED IN:

- (1) Financing Statement Records
of Baltimore County,
Maryland
- (2) Land Records of Baltimore
County, Maryland
- (3) Financing Statement
Records of Anne Arundel
County, Maryland
- (4) Land Records of
Anne Arundel County, Maryland
- (5) State Department of
Assessments and Taxation

9619W

EXHIBIT A

- (a) all Accounts, including all existing Accounts and all Accounts hereafter coming into existence; and
- (b) all Instruments, regardless of whether they may be in existence at the present time, may come into existence in the future or may be executed in the future; and
- (c) all Chattel Paper, regardless of whether it may be in existence at the present time, may come into existence in the future or may arise in the future; and
- (d) all cash, notes, drafts, acceptances, instruments, documents of title, policies and certificates of insurance, chattel paper, guaranties and securities now or hereafter received by the Debtor, or in which the Debtor has or acquires an interest; and
- (e) all now owned or hereafter owned or acquired or produced Merchandise, wherever located; and
- (f) all now existing or hereafter created or coming into existence books and records including, without limitation, ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs and other computer prepared information; and
- (g) all now owned or hereafter acquired Equipment, wherever located; and
- (h) all of the right, title and interest of the Debtor in all building materials, fixtures, equipment, implements and other tangible personal property, including, without limitation, fixed assets, furniture, machinery, computers, and leasehold improvements of every kind and nature now or hereafter located or contained in or upon the property described in Exhibit B hereto, or the improvements thereon, or any part thereof, whether now owned or hereafter acquired, together with all alterations, additions, accessories and improvements thereto, substitutions therefore and renewals and replacements thereof including the proceeds of any and all insurance policies in connection therewith;
- (i) any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds (including all net proceeds from any insurance awards), settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any condemnation of any of the collateral or any part thereof, either temporarily or permanently, and (ii) any other damage to, or decrease in value of, the collateral or any part thereof; and
- (j) any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Collateral or any portion thereof; and

- (k) all products of the foregoing; and
- (l) all cash and non-cash proceeds of the foregoing;

As used in this Exhibit, the following terms shall have the following meanings:

"Account" or "Accounts" means any right of the Debtor to payment for goods of any type or description (including, without limitation, Merchandise, as hereinafter defined) sold or leased, or for services rendered, which is not evidenced by an Instrument or Chattel Paper, whether or not the right to payment has been earned by performance, and shall include any and all contract rights.

"Chattel Paper" means any writing or writings held by the Debtor, held in it's name or held for the Debtor, which evidences both a monetary obligation and a security interest in or lease of specific goods.

"Instrument" or "Instruments" means any negotiable instrument, security or other writing held by the Debtor, held in the Debtor's name or held for the Debtor, which evidences a right to the payment of money for goods sold or leased, monies invested, or services rendered or to be rendered or commissions earned or to be earned, which is not itself a security agreement or lease, and which is of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment.

"Merchandise" means the inventory of the Debtor of every type and nature, wherever located, including, without limitation, medical supplies.

EXHIBIT B

AS TO ANNE ARUNDEL COUNTY

BEGINNING for the same at the end of the North 31° 02' East 233.16 line of a conveyance from Joseph A. and Barbara A. Oden to Land Escrow, Ltd., by deed dated June 24, 1976, and recorded among the land records of Anne Arundel County, Maryland, in Liber 2441 at Folio 243, said point of beginning being further located in the North 59° 18' West, 270.73 foot line of a conveyance from Land Escrow, Ltd., to Joseph A. and Barbara A. Oden by deed dated June 24, 1976, and recorded among the land records of Anne Arundel County, Maryland, in Liber 2441 at Folio 240; thence from said point of beginning being so fixed and running South 59° 18' East, 111.25 feet to a point in the western right of way line of Ritchie Highway, Maryland Route #2; thence with the said western right of way line of said Maryland Route #2, the following two courses and distances, South 28° 46' West, 59.85 feet and South 30° 36' West, 219.57 feet to the point of intersection of the said western right of way line of Maryland Route #2 and the northern right of way line of Furnace Branch Road; thence leaving said right of way line of Maryland Route #2 and running with the northern right of way line of Furnace Branch Road, North 37° 24' West, 123.95 feet to a point; thence leaving said right of way line of Furnace Branch Road, North 31° 02' East, 233.16 feet to the point of beginning and containing 0.67 acres, more or less, according to a plat and description prepared without the benefit of a field survey by J. R. McCrone, Jr., Inc., Engineers and Land Surveyors, in June 1981.

BEING and intended to be all of the conveyance from Joseph A. Oden and wife to Land Escrow, Ltd., by deed dated June 24, 1976, and recorded among the land records of Anne Arundel County, Maryland, in Liber 2941 at Folio 243, and part of the conveyance from Charles G. Dewald to Land Escrow, Ltd., by deed dated June 4, 1976, and recorded among the land records of Anne Arundel County, Maryland in Liber 2857 at Folio 219.

AS TO BALTIMORE COUNTY

BEING KNOWN AND DESIGNATED as Lot 2 as shown on plat entitled, "Subdivision of Humdeco, Inc. Property" dated August 17, 1984 and recorded among the Plat Book Records of Baltimore County in Liber EHK, Jr. 51, folio 117.

Mailed to Secured Party

BOOK 509 PAGE 549

2000 12

STATEMENT OF TERMINATION OF FINANCING
(Pursuant of Uniform Commercial Code)

February 4 1987

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. Book 457 Page 16 Dated December 6th, 1982

in the Office of Anne Arundel County Maryland
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME Kenneth Charles and Barbara Hutchison Easton

ADDRESS 910 Forest Terrace
Annapolis MD 21401

RECORD FEE 13.00
POSTAGE .50
MAR 19 87

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

NAVY FEDERAL CREDIT UNION
Secured Party

By: [Signature]
(Authorized Signature)
Robert P. Strassheim

ASSISTANT TREASURER
(Title)

13-
-50



Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$485,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: 22 December , 1986

FINANCING STATEMENT

1. Debtor: Address:
REGENCY HOMES 2444 Solomons Island Road
CORPORATION Suite E
Annapolis, Maryland 21401
2. Secured Party: Address:
FAIRVIEW FEDERAL SAVINGS 9151 Baltimore National Pike
& LOAN ASSOCIATION Ellicott City, Maryland 21043
3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein

13
2

described property or any part thereof.

BOOK 500 P. 551

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

REGENCY HOMES
CORPORATION

By _____

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By _____

Executive Vice-President

FHF1648.176 B1

SCHEDULE A

All those lots of ground in Anne Arundel County, Maryland, being known and designated as Lots No. 1 through and including Lot No. 4 on the plat entitled, "EDINBORO ESTATES", dated June, 1985 and recorded among the Land Records of Anne Arundel County in Plat Book 103, page 19 and further denominated as Plat Number 5344.

Mailed to Secured Party

FILE NO. 08690-17085

Emory-7/MKA
3/4/87/jj

H111371

F/R ANNE ARUNDEL COUNTY

BOOK 509 PAGE 553

1752

FINANCING STATEMENT

200011

To be filed in the Financing Statement Records of Anne Arundel County

The appropriate amount of recordation tax is affixed to a Modification and Restatement of Deed of Trust in the principal sum of \$ 780,000, recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

FINANCING STATEMENT

1. DEBTOR:

ADDRESS:

RECORD FEE 20.00
POSTAGE .50

EMORY-HILL-McCONNELL
LIMITED PARTNERSHIP,
a Maryland limited partnership

413 White Clay Center Drive
Newark, Delaware, 19711

#20005 0777 802 708:43
FEB 20 87

2. SECURED PARTY:

ADDRESS:

PAINWEBBER MORTGAGE
FINANCE, INC.,
a Maryland corporation

P.O. Box 905
Columbia, Maryland 21044

TB

3. This Financing Statement Covers:

(a) all building and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnances, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, HVAC equipment, carpeting, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the land herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for

RETURN TO:
SAFECO TITLE INSURANCE CORPORATION
110 ST. PAUL ST.
BALTIMORE, MD. 21202

26

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the purposes for which they were or are to be erected, including all goods and chattels and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights, general intangibles, chattel paper, documents and instruments including but not limited to licenses, options, permits, public works Agreements, bonds, deposits and payments or refunds of any premiums, charges or fees of and from the herein described property or any part thereof; and all right, title and interest of Debtor as landlord in and to certain leases conveyed and assigned to Secured Party pursuant to an Assignment of Lessor's Interest in Lease and an Assignment of Rents of even date herewith.

(e) any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust hereafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

4. The aforesaid terms are included as security in a Modification and Restatement of Deed of Trust of even date herewith given by Debtor to R. LAWRENCE KOCH and THOMAS F. IRETON, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by Debtor to Secured Party and deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of all collateral are covered hereunder.

6. The real estate is those parcels owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

CE
RHH

Dated: March ¹⁷ ~~14~~, 1987

DEBTOR: EMORY-HILL-McCONNELL
LIMITED PARTNERSHIP

By: EMORY HOLDINGS LIMITED PARTNERSHIP,
a General Partner

By: R. Clayton Emory
R. Clayton Emory,
a general partner

By: Robert H. Hill
Robert H. Hill,
a general partner

BOOK 509 PAGE 550
Schedule A

Financing Statement

Debtor: Emory-Hill-McConnell Limited Partnership
Secured Party: PaineWebber Mortgage Finance, Inc.

EXHIBIT 'A'

BEING KNOWN AND DESIGNATED as Lot 31, as shown on a Plat entitled, Section Eleven, Parkway Industrial Center, which plat is recorded among the Land Records of Anne Arundel County in Plat Book 93, folio 15.

BEING the same lot(s) of ground described in a DEED dated JUNE 11, 1984 and recorded among the Land Records of ANNE ARUNDEL COUNTY in Liber E.A.C. No. 3761, folio 394 from PARKWAY INDUSTRIAL CENTER LIMITED PARTNERSHIP to EMORY-HILL-McCONNELL LIMITED PARTNERSHIP .

Mailed to Secured Party

Page 2

SAFECO Stock No GSP-0389 (Rev 4-84)

 **SAFECO**
TITLE INSURANCE

1A 111371
#105

(2)

F/R AA County

BOOK 509 PAGE 557

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT *

Liber 509
~~XXXX~~

folio 553
~~XXXX~~

Identification No. _____

Dated March 20, 1987

1. Debtor(s) { Emory-Hill-McConnell Limited Partnership
Name or Names—Print or Type
P.O. Box 125, Glen Arm, Maryland 21057
Address—Street No., City - County State Zip Code

2. Secured Party { PaineWebber Mortgage Finance, Inc.
Name or Names—Print or Type
36 South Charles Street, Ste 1900 Baltimore, Md. 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#22204 6177 002 108144
MAR 20 87

ASSIGNED TO: State Farm Life Insurance Company
One State Farm Plaza
Bloomington, Illinois 61701

* to be recorded among the Financing Statement Records of Anne Arundel County, Maryland.

Mailed to Secured Party

Dated: March 11, 1987

PAINWEBBER MORTGAGE FINANCE, INC.
Name of Secured Party

BY: [Signature]
Signature of Secured Party

R. Lawrence Koch, Jr., Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1
Please return to:

~~AJ TEE SMYTH
NILES, BARTON & WILMER
929 N. HOWARD STREET
BALTIMORE, MARYLAND 21201~~

RETURN TO:
SAFEBO TITLE INSURANCE CORPORATION
110 ST. PAUL ST.
BALTIMORE, MD. 21202

1050

SHC:dh 3/11/87

A:SHC59.C3

193102

FINANCING STATEMENT

BOOK 509 PAGE 558

200015

1. Name of Debtor: LEROY M. MERRITT
Address: 2066 Lord Baltimore Drive
Baltimore, Maryland 21208
2. Name of Secured Party: EQUITABLE BANK, NATIONAL
ASSOCIATION
Address: 100 South Charles Street
Baltimore, Maryland 21201
Attn: Philip Carroll,
Assistant Vice President

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in an Indemnity Deed of Trust dated March 17, 1987, from Debtor to Philip Carroll and Joseph V. Prado, Trustees, which Indemnity Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts

1100
02

RECORD FEE 11.00
POSTAGE .50
#22216 0055 #02 109:27
MAR 20 87

TB

SHC:dh 3/11/87

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A:SHC59.C3

and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Indemnity Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:


Leroy M. Merritt

(SEAL)

DATED: March 17, 1987

(Mr. Clerk: Return to Natalie Klaum
Legal Assistant
Miles & Stockbridge
10 Light Street, Suite 1800
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and Taxation
Anne Arundel County Land Records
Anne Arundel County Financing Statement Records
Baltimore County Financing Statement Records

Mailed to Secured Party

JRR036KK.
02/15/86

200017

BOOK 509 PAGE 559

FINANCING STATEMENT

1. Name of Debtor: CROW-ANNAPOLIS LIMITED PARTNERSHIP
Address: c/o Trammell Crow Company
1025 Thomas Jefferson Street, N.W.
Washington, D. C. 20007
Attn: Peter J. Henry
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: 10 Light Street
Baltimore, Maryland 21202
Attn: Real Estate Department
Construction Finance
Division
3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated March 18, 1987 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of all collateral are covered.

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150

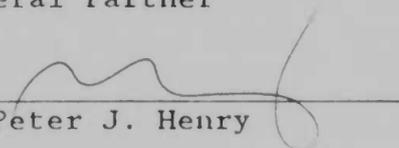
15.00
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#000000
MAY 5 1987
MAY 20 1987
TB

5. Recordation tax on the principal sum of \$ 8,500,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:

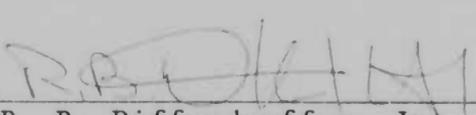
CROW-ANNAPOLIS LIMITED
PARTNERSHIP

By: Crow-Annapolis #1 Retail
Limited Partnership
General Partner

By: 
Peter J. Henry

Secured Party:

MARYLAND NATIONAL BANK

By: 
R. B. Diffenderffer, Jr.
Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: John R. Rutledge, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY AND MONTGOMERY COUNTY
2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

Being all of the lands conveyed by W. RUSSELL HARDESTY, ET AL to ANNAPOLIS MAYFLOWER PARTNERSHIP by deed dated July 31, 1979 recorded among the land records of Anne Arundel County, Maryland in Liber 3227 Folio 428. Also being all of that tract of land which by deed dated April 2, 1986, and intended to be recorded among the land records of Anne Arundel County, was granted and conveyed by ANNAPOLIS MAYFLOWER PARTNERSHIP to CROW-ANNAPOLIS LIMITED PARTNERSHIP. Being bounded and described as follows:

Beginning for the same at an iron pipe found on the southerly right-of-way line of JENNIFER ROAD, 80 feet wide, at the dividing line of the lands now being described and the Westerly outline of the lands recorded among the said lands recorded in Liber 3783 Folio 499; thence binding on said dividing line

1. S 39° 05' 42" W, a distance of 1065.84 feet to a point in the centerline of the former W.B. and A. ELECTRIC RAILROAD right-of-way, now abandoned, passing in transit through an iron pipe found at a distance of 1058.38 feet from the beginning thereof; thence leaving said dividing line and binding on said centerline
2. Along the arc of a circle curving to the right, having a radius of 5297.56 feet, a chord bearing and distance of N 48° 51' 58" W, 59.99 feet; respectively, an arc distance of 59.99 feet; thence leaving said centerline and binding on the outline of the lands recorded among the said land records in Liber 3777 Folio 766 the following three (3) courses and distances
3. N 39° 05' 42" E, a distance of 387.34 feet to an iron pipe found, passing in transit through an iron pipe found at 7.83 feet from the beginning thereof, thence
4. N 47° 54' 18" W, a distance of 210.07 feet to an iron pipe found; thence
5. S 39° 05' 42" W, a distance of 385.50 feet to the aforesaid centerline of the old W.B. and A. ELECTRIC RAILROAD right-of-way; thence leaving said outline and binding on said centerline
6. Along the arc of a circle curving to the right having a radius of 5297.56 feet, a chord bearing and distance of N 44° 25' 27" W, 340.83 feet; respectively, an arc distance of 340.89 feet to a point at the southerly intersection of MAYLOR DRIVE and JENNIFER ROAD; thence leaving said centerline and binding on said southerly right-of-way line
7. N 46° 57' 39" E, a distance of 53.05 feet; thence
8. N 21° 06' 24" W, a distance of 56.10 feet to a point on the aforesaid southerly right-of-way line of JENNIFER ROAD; thence binding on same
9. Along the arc of a circle curving to the right, having a radius of 780.90 feet, a chord bearing and distance of N 67° 15' 53" E, 228.03 feet; respectively, an arc distance of 228.85 feet; thence
10. N 75° 39' 37" E, a distance of 910.07 feet to the point of beginning.

Containing 307,078 square feet or 7.0495 acres of land, more or less.

Mail to Crow-Annapolis

BOOK 509 PAGE 562

2000 17

FINANCING STATEMENT

Not subject to recordation tax
Taxable debt \$7,500.00

1. Name of Debtor: Pris' Paper Parlor
Address: 11 Annapolis Street
Annapolis, MD 21401

2. Name of Secured Party: Annapolis Banking & Trust Co.
Address: P.O. Box 311
Annapolis, MD 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types of items of property:
Epson Equity II Computer #049-7830; Monitor #MB60600123; Keyboard #120416;
Penn lettering bed #610104. 050936

5. (If collateral is goods which are or are to become tangible—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.
The above-described goods are affixed or to be affixed to

ANAPOLIS BANKING & TRUST CO.
P.O. BOX 311
ANAPOLIS, MD 21404
88 13 87

TB

Debtor(s):

Pris' Paper Parlor

Priscilla K. Foust, Pres.
Priscilla K. Foust, President
James W. Foust
James W. Foust, Secretary/Treas.

Secured Party:

Annapolis Banking & Trust Co.
(Type Name of Dealership)

Elizabeth B. Butler
(Authorized Signature)

Elizabeth B. Butler, Branch Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

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Copy

BOOK 509 PAGE 563

L-362

A A Co

BOOK 4277 PAGE 711

✓

THIS FULL RELEASE OF MORTGAGE, made this 16th day of December, 1983, by CRAIG A. BENNETT, P.A., a body corporate of the State of Maryland, to CAPTAIN'S CHOICE ASSOCIATES, a body corporate of the State of Maryland,

WITNESSETH that in consideration of the payment of \$5,000.00 fully paid upon settlement, December 20, 1983, to CRAIG A. BENNETT, P.A.. The said CRAIG A. BENNETT, P.A. doth hereby fully release unto the Debtor, CAPTAIN'S CHOICE ASSOCIATES, the mortgage recorded among the Land Records of Anne Arundel County, Liber 3560 Folio 510.

WHEREAS, The mortgage, between PEMA, INCORPORATED and CAPTAIN'S CHOICE Limited Partnership, in the amount of \$12,630 and interest, was assigned to CRAIG A. BENNETT, P.A., and security agreement record among the records of Anne Arundel County, Liber 458 folio 398, reference number 245984.

Now, THEREFORE, this is a full release unto the Debtor, CAPTAIN'S CHOICE ASSOCIATES, of the MORGAGE, to PEMA, INC.

AS WITNESS the seal of the said body corporate, and the signature of CRAIG A. BENNETT, the President thereof, the day and year first above written.

TEST:

CRAIG A. BENNETT, P.A.

RECORD FEE 12.00

SEARCH FEE 5.00

FEB 29 1984

CR CLERK

[Signature]

[Signature]
Craig A. Bennett, President

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 16th day of December, 1983, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared CRAIG A. BENNETT, of CRAIG A. BENNETT, P.A., a Corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

My Commission expires:

7/1/86

[Signature]
Notary Public



1250

Return to:

Return to ✓

~~LAND GRANT TITLE COMPANY, LTD
150 SOUTH STREET, SUITE 103
ANNAPOLIS, MARYLAND 21401~~

Mail to

LAND GRANT TITLE COMPANY, LTD.
2098 GENERALS HIGHWAY
ANNAPOLIS, MARYLAND 21401

L-362

509 504 200003

To Be Recorded In The Land Records
And In The Chattel Records Of
Anne Arundel County And Among The
Financing Statement Records Of
The State Department Of Assessments
And Taxation.

Subject To Recording Tax On Principal
Amount Of \$99,975.00 Which Was
Paid To The Clerk Of The Circuit
Court Of Anne Arundel County Upon
The Filing Of A Deed Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. **DEBTOR:**

WJ
BUNDY-BUILT HOMES, INC.
736 Eddy Road
Crownsville, Maryland 21032

Attention: William J. Bundy, President

WJ
WILLIAM J. BUNDY
c/o Bundy-Built Homes, Inc.
736 Eddy Road
Crownsville, Maryland 21032

2. **SECURED PARTY:**

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Commercial Lending Division

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

RECORD FEE 19.00
POSTAGE 50
NOTARIAL FEE 602.00
MAR 26 87

TB

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

15
2

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
- i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

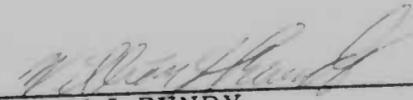
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

BUNDY-BUILT HOMES, INC.,
A Maryland Corporation

By:  (SEAL)
William J. Bundy,
President

Date: March 3, 1987

 (SEAL)
WILLIAM J. BUNDY

Date: March 3, 1987

TO FILING OFFICER: After this Statement has been recorded, please return to:

Patrick Ash
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 6174

6174
B-01.88

BOOK 509 PAGE 587

EXHIBIT "A"

PARCEL 1:

BEING KNOWN AND DESIGNATED as Lots Nos. 11 through 14, inclusive, Block 63, as shown on the Plat entitled "HERALD HARBOR on the SEVERN, Amended Map of Section C", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 4, folio 17.

The improvements thereon being known as 855 Hazel Trail.

PARCEL 2:

BEING KNOWN AND DESIGNATED as Lots Nos. 1 through 4, inclusive, Block 63, as shown on the Plat entitled "HERALD HARBOR on the SEVERN, Amended Map of Section C", which Plat is recorded among the aforesaid Land Records in Plat Book 4, folio 17.

PARCEL 3:

BEING KNOWN AND DESIGNATED as Lots Nos. 5 through 8, inclusive, Block 63, as shown on the Plat entitled "HERALD HARBOR on the SEVERN, Amended Map of Section C", which Plat is recorded among the aforesaid Land Records in Plat Book 4, folio 17.

SAVING AND EXCEPTING THEREFROM, that portion of Lots Nos. 5 through 8, inclusive, described in a Deed from William J. Bundy unto David M. Agee and Mary E. Agee, his wife, dated November 18, 1982, and recorded among the aforesaid Land Records in Liber 3537, folio 232, and being more particularly described as the Southern most 50 feet of Lots 5 through 8, adjoining Lot 22, Block 63, as shown on the aforementioned Plat.

TOGETHER WITH the use in common with others entitled thereto of Basswood Trail from the northerly side of Long Point Road (formerly Hall Road) to the southerly side of Woodbine Trail between Blocks 63 and 120A as shown on the aforementioned plat.

SENTINEL TITLE CORP
594 BENFIELD VILLAGE SHOPPING CENTER
SEVERNA PARK, MD. 21146

Mail to

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Principal amount of debt secured is:

\$220,000.00

FINANCING STATEMENT

- 1. Debtor: CHARLES S. SHAW, Trustee
Address: 600 New Hampshire Ave., N.W. Washington, D.C. 20037 c/o Mark Vogel Company
and Charles S. Shaw, 423 N. Lee Street, Alexandria, Va. 22314
- 2. Secured Party: SECURITY NATIONAL BANK
Address: 1130 Connecticut Ave., N.W. Washington, D.C. 20036
- 3. Trustee: LAWRENCE A. SINCLITICO and JANICE A. FAUST
Address: 1130 Connecticut Ave., N.W. Washington, D.C. 20036
- 4. This Financing Statement covers the following types of property:

All of Debtor's rights, title, and interest in and to and under that certain Agreement of Sale by and between Debtor and Shirley F. Smith bearing date of April 18, 1983, as amended by Amendment to Agreement of Sale bearing date of May 15, 1984, and Second Amendment to Agreement of Sale bearing date of January 22, 1986, regarding One Hundred Seventeen (117) acres of land in Anne Arundel County, Maryland,, more or less.

- 5. Maturity Date of the obligation, if any: provided in the Note evidencing the debt.

Debtor: CHARLES S. SHAW, Trustee

Secured Party: SECURITY NATIONAL BANK

Charles S. Shaw
CHARLES S. SHAW, Trustee

By: *Janet L. V.P.*
(Name) (Title)

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: Security National Bank, 1130 Conn. Ave., N.W., Washington, D.C. 20036, Attn: Robert P. Pugh.

Mail to
Cory W. Loring, Ltd.
1111 Columbia Street
Arlington, VA 22204

0000
0000
0000
0000
1150

1150

TB

*Filing Fees: \$114.00
A.A. Co. Circuit Court*

FINANCING STATEMENT

subject to recordation tax

Loan Proceeds: \$14,268.00

1. Name of Debtor(s): H.H. Bunker & Sons, Inc.
Address: 825 Ritchie Highway
Severna Park, Md. 21146

2. Name of Secured Party: Annapolis Banking & Trust Co.
Address: P.O. Box 311
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORDING FEE 11.00
RECORDING TAX 101.50
POSTAGE .50
TOTAL FILING FEE 113.00
MAY 23 1987

TB

4. This Financing Statement covers the following types (or items) of property:

1987 Trencher Model 2310 SN3C1041

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s):

[Signature]
Harold H. Bunker, Pres,
[Signature]
Hilda E. Bunker, Sec.

Secured Party:

Annapolis Banking & Trust Co.
(Type Name of Dealership)

[Signature]
By: Karen Q. Trettin
(Authorized Signature)

Karen Q. Trettin/ Branch Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

Mailed to Secured Party

*11-10/80
50*

300 509 PAGE 570

200071

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Recordation Tax has been paid on the principal amount of \$ 183,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)
 Clarence E. Harris 1694 Dunstable Green
 Patricia P. Harris Annapolis, Maryland 21401

6. Secured Party Address: Real Estate and Mortgage Division
 MARYLAND NATIONAL BANK 10 Light Street
 Attention: Charles S. Fitzgerald Fifth Floor
Baltimore, Maryland 21202

TB

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 12, 1986 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)
Clarence E. Harris (SEAL)
 Clarence E. Harris
Patricia P. Harris (SEAL)
 Patricia P. Harris

Secured Party
 MARYLAND NATIONAL BANK
 By: Patricia A. Hicks (SEAL)
 Patricia A. Hicks
 Assistant Vice President
 Type name and title

Mr Clerk Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

12 -
2

BOOK 509 PAGE 571

SCHEDULE A

The land referred to in this Commitment is described as follows:

BEING KNOWN AND DESIGNATED as Unit 111, as shown on Plats entitled "THE COURTYARDS CONDOMINIUM", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book E-33 page 34, et seq. The improvements thereon being known as 133 Defense Highway.

Together with and subject for:

1. Condominium Declaration dated October 6, 1986 and recorded among the Land Records of Anne Arundel County in Liber 4164 page 231, et seq.
2. By-Laws and Rules and Regulations recorded among the Land Records of Anne Arundel County in Liber 4164, pages 244, et seq.
3. The percentage interest in the common elements set forth in Exhibit A to the aforesaid Declaration.

Mailed to Secured Party

FILE WITH Anne Arundel County

BOOK 509 PAGE 572

200072

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ _____

FINANCING STATEMENT

1. Debtor(s):

Paul M. Pearson, II
 Name or Names—Print or Type

25 West Street Annapolis, MD 21401
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

John Russell Deane, III
 Name or Names—Print or Type

1607 New Hampshire Avenue, N.W. Washington, DC 20009
 Address—Street No., City - County State Zip Code

shall create a security interest in and

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Pledge of 273.34 shares of common stock in Annapolis Properties, Inc., a Maryland corporation.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Paul M. Pearson, II
 (Signature of Debtor)

Paul M. Pearson, II
 Type or Print

 (Signature of Debtor)

 Type or Print

SECURED PARTY:

 (Company if applicable)

John Russell Deane, III
 (Signature of Secured Party)

John Russell Deane, III
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Steven G. Tyler, Esquire, P.O. Box 868, Annapolis, MD 21404-0868

Mailed to Secured Party

Anne Arundel County Financing Statement Records

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/80

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 244556 recorded in
Liber 454, Folio 555 on October 7, 1982 (Date).

1. DEBTOR(S):

Name(s) Paul M. Pearson

Address(es) c/o Maryland Inn, Church Circle, Annapolis, MD 21401

2. SECURED PARTY:

Name Maryland National Bank

Address P.O. Box 871, Church Circle, Annapolis, MD 21404

Person and Address to whom Statement is to be returned if different from above.
Steven G. Tyler, P.O. Box 868, Annapolis, MD 21404-0868

Check mark below indicates the type and kind of Statement made hereby.
(Check only one box.)

- 1. CONTINUATION. The original Financing Statement referred to above is still effective.
- 2. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 3. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 4. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 5. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

D. SIGNATURES.

SECURED PARTY

Maryland National Bank

By *Carlisse W. Spriggs*

Carlisse W. Spriggs, Branch Officer

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

Mailed to Secured Party

4376

BOOK 509 PAGE 574
FINANCING STATEMENT

200073

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

TO BE RECORDED IN THE:

- 1. Financing Statement Records of the Maryland State Department of Assessments and Taxation
- 2. Financing Statement Records of Anne Arundel County, MD.

1. NAME AND ADDRESS OF DEBTOR:

TECHTRON ASSOCIATES, INC., t/a THE SECURITY STORE
1153 Maryland Route 3 North
Suite L
Gambrills, Maryland 21054

2. NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401

3. This financing Statement covers all of the following property of the Debtor:

- A. INVENTORY. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. ACCOUNTS. All of the Debtor's accounts without limitation, all notes, notes receivable, drafts, acceptances, and similar

RECORDED FEE 14.00
 RECORD TAX 161.00
 FILING FEE 50.00
 TOTAL 225.00
 APR 2 1987
 73

161.00 53
14.50

14-
161.50



instruments and documents) both now owned and hereafter acquired, together with (i) all cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. GENERAL INTANGIBLES. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. CHATTEL PAPER. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's

chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. ALL EQUIPMENT AND FIXTURES. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor.

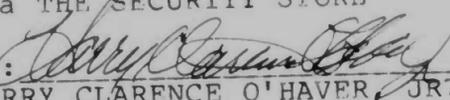
4. Subject to recordation tax on the principal amount of Twenty-three Thousand Dollars and No/100 (\$23,000.00), which recordation has been paid to Anne Arundel County.

Dated:

March 24, 1987

DEBTOR:

TECHTRON ASSOCIATES, INC.
t/a THE SECURITY STORE

BY:  (SEAL)
HARRY CLARENCE O'HAYER, JR.
President

BY:  (SEAL)
PAUL R. O'CONNELL, Vice President

RETURN TO:

MICHAEL R. ROBLYER, P.A.
Attorney at Law
7 Willow Street
Annapolis, Maryland 21401
(301) 266-5533

BOOK 509 PAGE 577

200071

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 17,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
Prographics, Inc.

Address
424 Fourth Street
Annapolis, Maryland 21401

Secured Party

Address

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
All computer equipment now owned and hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such computer equipment.

RECORD FEE 12.00
 RECORD TAX 119.00
 POSTAGE 50
 RECORDS CLERK ROOM 114:13
 MAR 26 87

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Prographics, Inc.

Secured Party (or Assignee)

BY: *Christopher L. Larson*
Christopher L. Larson

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY: *Carol S. Larson*
Carol S. Larson

BY: *Maureen Kelly*
Van D...

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

12.00
119.50

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal
- Amount is \$ 3600.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

O.T. NEIGHOFF & SONS, INC.

117 HOLSUM WAY
GLEN BURNIE, MD 21061

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate
list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
 COMPUTER - Minolta PCW-1 S.N. 1657221
 PT-1 S.N. 163948
 CR-1 S.N. 165742

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 11.00
 RECORD TAX 207.00
 POSTAGE 50
 REGISTER DATA 402 11/21/87
 MAR 26 87
 TB

Debtor (or Assignor)

Secured Party (or Assignee)

O. T. NEIGHOFF & SONS, INC.

FARMERS NATIONAL
BANK OF MARYLAND

BY:

KENNETH D. NEIGHOFF

BY

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

11
28
50

FINANCING STATEMENT

For Filing Officer Use	
File No.....	
Date &	
Hour	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
KINNAMON, JOHN E.		702 White Swan Drive,	Arnold,	Maryland 21012
KINNAMON, CAROLYN H.		702 White Swan Drive,	Arnold,	Maryland 21012

Name of Secured Party or assignee	No.	Street	City	State
Dominion Bank of Maryland, National Association		7220 Wisconsin Ave.,	Bethesda,	Md. 20814

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby incorporated by reference

RECEIVED
12/10
1997
T.B.

KATZ, FROME, SLAN & BLEEKER, P.A.
 ATTORNEYS AT LAW
 10605 CONCORD STREET
 KENSINGTON, MD 20895-4404

RETURN TO

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

Part of the

3. collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.

SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction (s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

John E. Kinnamon (SEAL) _____ (Seal)
 JOHN E. KINNAMON (Corporate, Trade or Firm Name)

Carolyn H. Kinnamon (SEAL) _____
 CAROLYN H. KINNAMON Signature of Secured Party or Assignee

 (Type or print name under signature) (Owner, Partner or Officer and Title)

 (Signatures must be in ink)

12
 5

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 5, Block 2, as shown on the Plat entitled, "Plat Three - Section Five, Ulmstead Estates", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 51 folio 16.

BOOK 509 PAGE 580

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

200001

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

KINNAMON, JOHN E.	702	White Swan Drive,	Arnold,	Maryland 21012
KINNAMON, CAROLYN H.	702	White Swan Drive,	Arnold,	Maryland 21012

Name of Secured Party or assignee	No.	Street	City	State
DOMINION BANK OF MARYLAND, National Association		7220 Wisconsin Ave.,	Bethesda,	Md. 20814

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby
incorporated by reference

KATZ, FROME, SLAN & BLECHNER, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD 20895-3004

RETURN TO

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

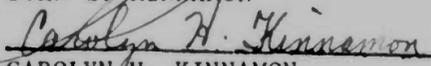
3. Part of the collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If block system is maintained, state house number and street, if there be any, or block reference.
SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction (s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

 JOHN E. KINNAMON (SEAL)	_____ (Seal) (Corporate, Trade or Firm Name)
--	---

 CAROLYN H. KINNAMON (SEAL)	_____ Signature of Secured Party or Assignee
---	---

_____ (Type or print name under signature)	_____ (Owner, Partner or Officer and Title) (Signatures must be in ink)
---	---

12
8

MAR 26 87
TB

EXHIBIT "A"

BOOK 509 PAGE 582

BEING KNOWN AND DESIGNATED as Lot 5, Block 2, as shown on the Plat entitled, "Plat Three - Section Five, Ulmstead Estates", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 51 folio 16.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

CERTIFICATION

THIS IS TO CERTIFY that the within instrument was prepared by or on behalf of one of the parties to the written instrument, or by or under the supervision of an attorney duly admitted to practice before the Court of Appeals of Maryland.

.....
MORTON J. FROME

BOOK 509 PAGE 583

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT
~~XXXX~~ RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
KINNAMON, JOHN E.		702 White Swan Drive,	Arnold,	Maryland 21012
KINNAMON, CAROLYN H.		702 White Swan Drive,	Arnold,	Maryland 21012
ANDERSON, GARRY L.		637 Cove Terrace,	Arnold,	Maryland 21012
ANDERSON, MICHELLE C.		637 Cove Terrace,	Arnold,	Maryland 21012
Name of Secured Party or assignee	No.	Street	City	State
DOMINION BANK OF MARYLAND, National Association		7220 Wisconsin Ave.,	Bethesda,	Md. 20814

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

SEE EXHIBIT "B" attached hereto and hereby
incorporated by reference

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

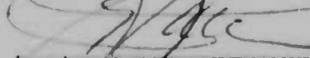
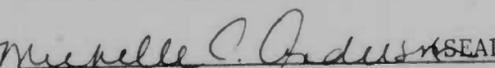
2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. Part of the collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

 JOHN E. KINNAMON (SEAL)	_____ (Seal) (Corporate, Trade or Firm Name)
 CAROLYN H. KINNAMON (SEAL)	_____ Signature of Secured Party or Assignee
 (Type or print name under signature) GARRY L. ANDERSON	_____ (Owner, Partner or Officer and Title) (Signatures must be in ink)
 MICHELLE C. ANDERSON (SEAL)	

KATZ, FRONE, SLAN & BLECHER, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD 20895-4

RETURN TO

RECORD FEE
\$50
MAY 28 1983 901 74415
MAY 26 1983
TB

EXHIBIT "A"

LOT 1

All that lot of ground containing 7.240 acres, more or less, situate on U.S. Rte 50-301, as more particularly described in EXHIBIT "A-1" attached hereto and made a part hereof.

BEING all that property described in a confirmatory Deed of even date and recorded among the Land Records of Anne Arundel County immediately prior hereto, which was granted and conveyed by Chesapeake Land Developers, Inc., unto said Mortgagors and Articles of Sale and Transfer of even date and recorded with the Department of Assessments and Taxation prior hereto.

LOT 2

BEING known and designated as Lot 5, Block 2, as shown on the Plat entitled "Plat Three - Section Five, Ulmstead Estates", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 51 folio 16.

Being the same lot of ground described in a Deed dated February 27, 1975 and recorded among the Land Records of Anne Arundel County in Liber 2739, folio 34, which was granted and conveyed by Ulmstead Limited Partnership to John E. Kinnamon and Carolyn H. Kinnamon, his wife.

LOT 3

BEING known and designated as Lot No. 114, as shown on the Plat entitled "PLAT 4, SECTION IV, ULMSTEAD ESTATES ON THE MAGOTHY", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 56, folio 1. The improvements thereon being known as 637 Cove Terrace.

BEING the same lot of ground described in a Deed dated August 24, 1979 and recorded among the Land Records of Anne Arundel County in Liber 3236, folio 119, which was granted and conveyed by Edward F. Lawson and wife unto Garry L. Anderson and Michelle C. Anderson, his wife.

Description of 7.240 acres ±

U.S. RTE. 50-301, 3RD TAXATION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found at the end of the first or North 83° 59' 30" East 336.50 foot line of a conveyance by The Revell-Bay Company, Inc. to Chesapeake Land Developers, Inc. by deed dated October 27, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2448, page 718;

THENCE from the beginning point, so fixed, South 06° 28' 40" West 321.80 feet to an iron pipe; found;

THENCE South 06° 28' 40" West 421.00 feet to intersect the northern right of way line of U.S. Rte 50 and 301 known as Revell Highway, at an iron pipe set at right angles to and 139.00 feet from Station 232+42.70 as shown on S.M.A. Plot No. 26862;

THENCE with said northern right of way line South 58° 34' 30" West 255.60 feet;

THENCE South 59° 04' 00" West 159.00 feet to intersect at a pipe set in and 80.31 feet from the end of the last or South 06° 28' 40" West 700.00 foot line of a conveyance by the Inke Corporation to Chesapeake Land Developers, Inc. by deed dated January 26, 1976, and recorded among the said Land Records in Liber 2853, page 778;

THENCE leaving the outline of the aforementioned conveyance by the Revell-Bay Company, Inc. to Chesapeake Land Developers, Inc. (2448/718) and running through the above mentioned lands of Chesapeake Land Developers, Inc. (2853/778) and still with the right of way line of U.S. Rte. 50 and 301, South 59° 04' 00" West 81.83 feet to an iron pipe set;

THENCE leaving U.S. Rte. 50 and 301 and running with the outline of the above mentioned Chesapeake Land Developers, Inc. (2853/778) the following two courses, North 06° 28' 40" East 669.41 feet to a pipe set and South 83° 31' 20" East 65.00 feet to a pipe or North 06° 28' 40" East 1004.50 foot line of the aforementioned conveyance to Chesapeake Land Developers, Inc. recorded in Liber 2448, page 718;

THENCE leaving the outline of Chesapeake Land Developers, Inc. (2853/778) and running with Chesapeake Land Developers, Inc. (2448/718) the following two courses and distances, North 06° 28' 40" East 301.87 feet to a pipe set and North 83° 56' 24" East 335.99 feet to the piece of beginning;

CONTAINING 7.240 acres of land, more or less, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors from a survey in November, 1977;

BEING part of the property conveyed from the Revell-Bay Company, Inc. to Chesapeake Land Developers, Inc. by deed dated October 27, 1972 and recorded in the Land Records of Anne Arundel County, Maryland in Liber 2448, page 718;

ALSO BEING part of the property conveyed from the Inke Corporation to Chesapeake Land Developers, Inc., by deed dated January 26, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2853, page 778;

ALSO SUBJECT to a perpetual easement for ditches as shown on S.M.A. Plot No. 26862.

Subject to the terms of a Deed dated December 18, 1967, from The Revell-Bay Company, Inc., et al., to State Roads Commission of Maryland, pertaining to the construction of a service road, said Deed recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2133, folio 433.

EXHIBIT "B"
PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

BOOK 509 PMS 588

Exhibit A
TERMINATION STATEMENT

Steven Ruiz, Assignee of all rights, title, and interest of the security interest granted to Butler and Company, Inc. by Clarke's Saloons, Inc., said security interest recorded among the Financing Records Of Anne Arundel County in Liber 494 Page 350, hereby executes this Termination Statement on the 20 day of March, 1987, said security interest to be terminated and satisfied as of said date.

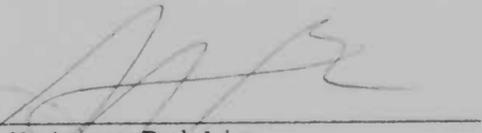
WITNESS:


Steven Ruiz

STATE OF MARYLAND
COUNTY OF ANNE ARUNDEL

IN WITNESS WHEREOF, the subscriber, a Notary Public of the State of Maryland, Steven Ruiz, made known to me to be the person aforesaid and he gave oath that this Termination Agreement is his lawful and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.


Notary Public

My Commission Expires: 7/1/89

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TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
AARSAND & ASSOCIATES

Address:
c/o Mr. Knut J. Aarsand
1129 Asquith Drive
Arnold, Maryland 21012

2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles of personal property of any kind hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor or corporation, including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor or partnership as aforesaid.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

1400
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RECORDED FEE 14.00
INDEXED
MAY 17 1987
TB

BOOK 509 PAGE 588

whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any occupancy of the premises.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A.**

Debtor: AARSAND & ASSOCIATES

BY:  (SEAL)
KNUT J. AARSAND
General Partner

Dated: 2-26-87

MR. CLERK: Return to:

David S. Bruce, Esq.
Blumenthal, Wayson, Downs and Offutt, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21401

S35196MS.3P

BOOK 509 PAGE 589

EXHIBIT A

BEING known and designated as unit 314, Clipper Cay Condominium
in Plat Book 31 folio 3, 4, 5 and 6, of Heritage Harbour in PUB Number
2, Area 10, in Plat Book 94 folio 17 and 18. The improvements thereon
being known as 29 Ship Master Way, Unit 314.

200003

BOOK 509 PAGE 590

To Be Recorded In The Land Records And In The Chattel Records of the Local Jurisdiction And Among The Financing Statement Records Of The State Department of Assessments And Taxation.

Subject To Recording Tax On Principal Amount Of \$260,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County Upon The Filing Of A Deed Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

- 1. DEBTOR: THE DEMPSEY COMPANY, INC.
2017 Huntwood Drive
Gambrills, Maryland 21054

Attention: James F. Dempsey, Jr.
- 2. SECURED PARTY: BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Commercial Lending Division

RECORD FEE 21.00
POSTAGE 50
RECORDS CLERK ROOM 711-15
MAR 24 87
TB

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets,

2100
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partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.

- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

BOOK 509 PAGE 513

DEBTOR:

THE DEMPSEY COMPANY, INC.,
A Maryland Corporation

By:  (SEAL)
James F. Dempsey, Jr.,
President

Date: March 19, 1987

TO FILING OFFICER: After this Statement has been recorded,
please return to:

Patrick Ash
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 6302

6302.FS
03/18/87

Page 4 of 4 Pages

509 593-A EXHIBIT A

BEING known and designated as Lot Numbered Two (2), as shown on a Plat entitled "PLAT TWO, CROFTON ORCHARD," as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland Plat Book 102, folio 42.

BEING known and designated as Lot Numbered Sixty-two (62), as shown on a Plat entitled "PLAT TWO, CROFTON ORCHARD," as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland Plat Book 102, folio 42.

Mail to Gebhardt & Smith

BOOK 509 PAGE 534

206899

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

CHEMETALS, INCORPORATED
7310 RITCHIE HIGHWAY
GLEN BURNIE, MARYLAND 21061

GENERALE BANK
NEW YORK BRANCH
12 E. 49th STREET
NEW YORK, N.Y. 10017

4 This financing statement covers the following types (or items) of property

All inventory now or hereafter acquired by debtor and products and proceeds thereof; All accounts, instruments, chattel paper, contract rights and accounts receivable of debtor now or hereafter in existence and all proceeds thereof and all returned or repossessed goods arising from or relating to any said accounts or rights; All general intangibles of debtor, now owned or hereafter acquired.

5. Assignee(s) of Secured Party and Address(es)

RECORDED
INDEXED
7658 87

Rec. tax does not apply

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

ANNE ARUNDEL COUNTY TB

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: -

By: B. C. Watson, VP
B. C. Watson
Signature(s) of Debtor(s)

Chairman
Title

By: Martine Hoamanis
Martine Hoamanis
Signature(s) of Secured Party(ies) A.V.P.
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

200700

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$38,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Maryland Pennysaver Group Inc. Address(es): 408 Headquarters Drive
Millersville, Md. 21108

6. Secured Party: Maryland National Bank Address: Department: Collateral Unit
Attention: Lisa Keller Post Office Box 871, Millersville, P. O. Box 871
Baltimore, Maryland 21208 Annapolis, Md. 21404
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE 11.00
 RECORD TAX 206.00
 POSTAGE .50
 422948 0155 102 111:15
 MAR 30 87

TB

Debtor: Maryland Pennysaver Group Inc.

Secured Party: Maryland National Bank

By: Peter A. Calderone Vice President (Seal)
 Type name and title, if any
Peter A. Calderone, Vice President

By: Maureen S. Konschnik (Seal)

By: _____ (Seal)
 Type name and title, if any

Maureen T. Konschnik, Asst. Vice President
 Type name and title

11/12
 26600
 50

SCHEDULE A

<u>Serial Number</u>	<u>Type of Equipment</u>
F6290UL	Apple Macintosh Plus, 1MB, SCSI
F630050	Apple Macintosh Plus, 1MB, SCSI
F6334L9	Apple Macintosh Plus, 1MB, SCSI
	AppleTalk System Cable
F702BEG	Apple Macintosh Plus, 1MB, SCSI
F702B5L	Apple Macintosh Plus, 1MB, SCSI
	AppleTalk, Connect Mac+, GS
A6273M6	Laserwriter
F6250XJ	Macintosh Plus
	Toner Cartridge
	AppleTalk Connector
	AppleTalk Connector
Y650LU2	Disk Macintosh 800KB
	XPPERSDANN P600, RS, STAND
100095-001	P-600 Centronics A6B9
100047-001	P-Series RS-232 Interface
1000064-001	Pedestal/Paper Stacker, P-Ser
MC-12214	40 MB Disk Drive (pair)
MC-12724	Spares Kit for 40 MB drives

200701

maryland national bank

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ 35,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5 Debtor(s) Name(s) Address(es)
 Corbin, Warfield, Schaeffer & 4 Evergreen Road
 Meredith, chartered Severna Park, Maryland 21146

6 Secured Party Address
 Maryland National Bank P.O. Box 987
 Attention: Consumer Lending Baltimore, Maryland 21203

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- B Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- C Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods
- D General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- E Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof
- F All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- G Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- H Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof

8 All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

15.00
 245.00
 50
 11:16
 MAR 30 87
 B

William C. Corbin (Seal)
Robert L. Warfield (Seal)
Earl G. Schaeffer (Seal)
Timothy Meredith (Seal)

Secured Party
 Maryland National Bank
Terrie E. Price (Seal)
 Terrie E. Price, Branch Officer
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

207-95 REV 4-82
 1500
 245.00
 50

Schedule 4

Corbin, Corfield, Sawyer & Meredith
 Consumer cap \$75,000.00

BOOK 509 PAGE 598

<p>000000 000000</p>	<p>000000 000000</p>	<p>1 AT: BURN-IN/INTEGRATION 2 DELIVERY & INSTALLATION SERIAL NUMBERS: A DES MONITORS: 0301414 0306307 0306307 0306310 0306310 0306310 B LASERJET PRINTERS: 2039JD1560 2039J02765 C XT: 2098374 2098374 2098374</p>
<p>011376 051200 061039 031386 031462 010407 060114 051090 222443 072274 600000 041400 454000 400371 400371 251890 061719 251891 600000 452000 200017 400130 400371 400371</p>	<p>011376 051200 061039 031386 031462 010407 060114 051090 222443 072274 600000 041400 454000 400371 400371 251890 061719 251891 600000 452000 200017 400130 400371 400371</p>	<p>1 AT(229) 512K 386/P48 2 AT 600B 1K HARD DISK D A MEMORY EX TO 640K B 15" MON MONITOR C GRAPHICS ADAPTOR D AT 10MB 20MB 15MB E 15" MONITOR F CONTACT 800B TAPE BACKUP G WELL ADV. NETWORK H 4 ARPANET CARDS W/ CABLE I FIVE 386/NOVELL J LIST FILE W/TONER, TRAY K TONER 8.5" 80PT FONT L 386/LASERJET TO AT M 386/LASERJET TO XT N 386/NOVELL NETWORK O 1K AT 386K FLOPPY DRIVE P RDPERFECT ADDL USER Q WEN SURGE STRIP R PR:DC-600A S 1K PC-802 T SKETTEL:ENTRE 3.25" U CABLE:TWIN ETHERNET 200MT V CABLE:TWIN ETHERNET 27FT TRAINING IN STORE: 2 HOURS DOS 1 HOUR NOVELL USER 2 HOURS NOVELL ADMINSTR 1 HOUR WORD PERFECT 1 HOUR ON SITE SET UP INT</p>
<p>999999 999999 999999 999999 999999</p>	<p>999999 999999 999999 999999 999999</p>	<p>999999 999999 999999 999999 999999</p>

Purchase Money

BOOK 509 PAGE 599

206702

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$5,800.00

1. Name of Debtor(s): Cisco, Inc.
Address: 8018 Jumpers Mall Suite 507
Pasadena, Md. 21122

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

Toshiba Ten Bin Sorter Serial no. BI635062 Model MG7
Toshiba Copier Serial no. WD612254 Model BD5620

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

RECORDS FEE \$1.00
POSTAGE .50
#02103 0345 R01 T10-22
MAR 30 87

Debtor(s):
XCI S&P, INC.
H. C. Sereboff, President

Secured Party:
1st AMERICAN BANK OF MARYLAND
By: Jeffrey S. Anziger
Jeffrey S. Anziger Branch Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

14
42
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 509 PAGE 600 *here amended to 12.50*
Identifying File No. *200713* *Not*

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John T. Wills and Florence L. Wills (individuals)
Address 205 Scott Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 S. Charles Street
Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached

Name and address of Assignee

RECORD FEE 12.00
POSTAGE
#02102 0345 R01 110:20

MAR 30 87

JB

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

12
John T Wills
(Signature of Debtor)

John T. Wills
Type or Print Above Name on Above Line

Florence L. Wills
(Signature of Debtor)

Florence L. Wills
Type or Print Above Signature on Above Line

First Maryland Leasecorp

W. R. Brown
(Signature of Secured Party)

W. R. Brown
Type or Print Above Signature on Above Line

SCHEDULE A

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

Two (2) new 1987 International Model 1753 school buses
s/n's 1HVLNHGM1HHA21844 and
1HVLNHGM8HHA21694
with diesel engines and 66 passenger Thomas school bus bodies;

One (1) 1985 International Model 1753 school bus
s/n 1HVLNHGM3FHA34480
with a diesel engine and a 66 passenger Thomas school bus body;

One (1) 1983 International school bus Model 1723
s/n 1HVBA17B5DHA22857
with a 66 passenger Thomas school bus body;

One (1) 1979 International school bus Model 1823
s/n BA182JHB28872
with a 66 passenger Blue Bird school bus body.

Equipment Location: 205 Scott Avenue
Glen Burnie, MD 21061 and various other locations.

F. J. W.
Initials

J. T. W.
Initials

**END
LIBER**